

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
PUBLIC HEALTH INSTITUTE  
FOR FISCAL YEAR 2021-2022**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Public Health Institute, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

**WHEREAS**, to control the spread of COVID-19 and prevent the occurrence of additional cases within Humboldt County, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), investigates cases of COVID-19 and their close contacts to ensure safe and effective isolation and/or quarantine; and

**WHEREAS**, COUNTY desires to retain a qualified professional organization to provide certain staffing services that are designed to assist DHHS – Public Health’s COVID-19 Case Investigation and Contact Tracing (“CICT”) program with effectively identifying, isolating, quarantining and coordinating care for COVID-19 cases and their close contacts; and

**WHEREAS**, CONTRACTOR desires to provide COUNTY with certain staffing services that are designed to assist DHHS – Public Health’s COVID-19 CICT program with preventing the spread of COVID-19 within Humboldt County; and

**WHEREAS**, the activities covered by this Agreement are public health surveillance activities undertaken to address and reduce the spread of the COVID-19 pandemic.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**1. PERIOD OF PERFORMANCE:**

This Agreement shall begin on October 12, 2021 and shall remain in full force and effect until April 12, 2022, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

**2. SCOPE OF SERVICES:**

CONTRACTOR shall furnish to COUNTY, upon its request, those services set forth in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. Requests by COUNTY to CONTRACTOR to perform under this Agreement will be made by the DHHS – Public Health Director, or an authorized representative thereof. Requests to CONTRACTOR for services to be performed pursuant to the terms and conditions of this Agreement will be based upon COUNTY’s need for such services.

**3. COMPENSATION:**

The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Six Hundred Thirty-Four Thousand Thirteen dollars (\$634,013.00). The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Detailed Budget, which is attached hereto and incorporated herein by reference as if set

forth in full. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least two (2) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

4. **INVOICES:**

CONTRACTOR will invoice COUNTY for services provided in accordance with Exhibit A – Scope of Services and according to Exhibit B – Detailed Budget. Upon approval by COUNTY's Administrative Representative of CONTRACTOR's invoices, COUNTY will reimburse CONTRACTOR, in arrears, up to the maximum payable amount set forth herein. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Invoices shall be supplemented by a detailed transaction report itemizing all costs incurred.

5. **ALLOWABLE COSTS:**

The allowability of CONTRACTOR's costs will be determined in accordance with Part 200 of Title 2 of the Code of Federal Regulations ("C.F.R."). All payments should be considered provisional and subject to adjustment pending review and audit results. If any cost incurred pursuant to the terms and conditions of this Agreement is determined to be unallowable, it will be deducted from subsequent payments due CONTRACTOR or CONTRACTOR will refund such amounts to COUNTY on demand.

6. **AUDIT AND INSPECTION:**

Costs incurred in the performance of this Agreement will be subject to audit. CONTRACTOR hereby agrees to allow auditors access to records necessary to support the reported costs. CONTRACTOR shall maintain adequate accounting records for all receipts and disbursements of supplies and monies. CONTRACTOR shall also prepare and maintain systematic written records of all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Such records shall include, without limitation, records relevant to any costs or expenses incurred by CONTRACTOR. During the term of this Agreement, and for three (3) years after final payment to CONTRACTOR, COUNTY will have the right to audit, inspect and copy such records.

7. **RECORD RETENTION:**

CONTRACTOR shall preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers and records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 C.F.R. Section 226.53. The rights of access set forth herein are not limited to the required retention period, but will last as long as records are retained.

8. **COPYRIGHT:**

Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that CONTRACTOR creates or helps create in performing services under this Agreement shall be, and are hereby assigned to CONTRACTOR as its sole and exclusive property.

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**9. PUBLICATIONS:**

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

**10. INDEPENDENT CONTRACTOR:**

It is understood that this Agreement is by and between two (2) independent entities and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or worker's compensation insurance. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

**11. PROPRIETARY INFORMATION:**

CONTRACTOR agrees to hold in strict confidence and not disclose or permit others to disclose to any third Party, except as authorized in writing by COUNTY, proprietary information or materials disclosed to CONTRACTOR by COUNTY in the course of providing services pursuant to the terms and conditions of this Agreement. All COUNTY proprietary information shall be clearly marked "Confidential" and will be sent to CONTRACTOR's Authorized Representative. CONTRACTOR shall incorporate the requirements of this clause in all lower tier Agreements, if applicable.

**12. CONFIDENTIAL INFORMATION:**

**A. Disclosure of Confidential Information.** In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in 45 C.F.R. Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

**B. Continuing Compliance with Confidentiality Requirements.** Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written

assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

**13. INDEMNIFICATION:**

- A. **Mutual Indemnity.** Each Party agrees to indemnify, defend and hold harmless the other party, and its agents, directors, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, directors, officers, officials, employees or volunteers.
- B. **Comparative Liability.** Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.
- C. **Effect of Insurance.** Acceptance of the insurance required by this Agreement shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.
- D. **Limitation of Liability.** Neither Party shall be liable to the other for any indirect, incidental, special, consequential or punitive damages, whether caused by negligence or otherwise.

**14. INSURANCE REQUIREMENTS:**

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. **General Insurance Requirements.** Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  - 2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this

Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

**B. Special Insurance Requirements.** Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. **Insurance Notices.** Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

**COUNTY:** County of Humboldt  
 Attention: Risk Management  
 825 Fifth Street, Room 131  
 Eureka, California 95501

**CONTRACTOR:** Public Health Institute  
 Attention: Manel Kappagoda, Administrative Representative  
 555 Twelfth Street, Suite 290  
 Oakland, California 95607

15. **CONFLICT OF INTEREST:**

CONTRACTOR certifies that it maintains an appropriate written enforced policy on conflict of interest that complies with, and further certifies that it will comply with that policy and the requirements of the regulations. CONTRACTOR shall report any financial conflict of interest to COUNTY's Administrative Representative. Any financial conflicts of interest identified shall subsequently be reported to COUNTY. Such report shall be made before expenditure of funds authorized in this Agreement and within forty-five (45) days of any subsequently identified financial conflict of interest. CONTRACTOR shall report to COUNTY's Administrative Representative within forty-five (45) days when a financial conflict of interest no longer exists. CONTRACTOR shall report to COUNTY's Administrative Representative within ninety (90) days of learning of noncompliance requiring retrospective review if bias was identified.

16. **REPRESENTATIONS:**

CONTRACTOR represents that the services required hereunder will be performed in a good and workmanlike manner, free from defects and by personnel with the requisite skill, qualifications and licenses.

17. **EXCUSABLE DELAY:**

If CONTRACTOR is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the Parties, the Agreement will be extended for a period equivalent to the delay.

18. **INTERFERING CONDITIONS:**

CONTRACTOR agrees to promptly notify COUNTY of any condition that might interfere with this Agreement. Notification will not relieve CONTRACTOR of any responsibilities hereunder.

19. **TERMINATION:**

COUNTY may suspend or terminate this Agreement at any time by giving thirty (30) days advance written notice of suspension or termination to CONTRACTOR if the prime grant is suspended or terminated in whole or in relevant part, or if CONTRACTOR materially fails to comply with any of the terms and conditions of this Agreement. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other party. If CONTRACTOR sends or receives a notice of suspension or termination, CONTRACTOR shall cancel as many outstanding obligations as possible. On the date of suspension or termination, CONTRACTOR shall stop work and CONTRACTOR shall not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, COUNTY will pay CONTRACTOR for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.

20. **DEBARMENT CERTIFICATION:**

By executing this Agreement, CONTRACTOR certifies that neither it nor its principals, including, without limitation, research personnel, participating directly or indirectly in the performance of this Agreement are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 C.F.R. Part 76, Appendix B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.

21. **NON-DISCRIMINATION:**

A. **Professional Services and Employment.** In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.

B. **Compliance with Anti-Discrimination Laws.** CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil

Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 CFR Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

**22. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

**23. DRUG-FREE WORKPLACE CERTIFICATION:**

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. **Drug-Free Policy Statement.** Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. **Drug-Free Awareness Program.** Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. **Drug-Free Employment Agreement.** Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.

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D. **Effect of Non-Compliance.** Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

24. **WHISTLEBLOWER:**

CONTRACTOR is hereby given notice that the 48 C.F.R. Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of CONTRACTOR Employee Whistleblower Protections” applies to this Agreement. Employee Whistleblower Rights and Requirements require that; this Agreement, and employees providing services pursuant to the terms and conditions of this Agreement, shall be subject to the whistleblower rights and remedies in the pilot program; CONTRACTOR shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under Section 4712 of Title 41 of the United States Code; and the Contract For Services will insert the substance of this clause, including, without limitation, this paragraph, in all subcontracts over the simplified acquisition threshold.

25. **WAGE AND HOUR COMPLIANCE:**

CONTRACTOR shall comply with any and all applicable local, state and federal laws, regulations and standards concerning wages and conditions of employment, fringe benefits, overtime, *etc.*, as now exists or is hereafter enacted during the term of this Agreement, and shall hold COUNTY harmless from any and all actions, claims, demands and expenses arising out of CONTRACTOR’s failure to so comply.

26. **PRIVACY AND DATA SECURITY REQUIREMENTS:**

A. **Definitions.** For purposes of this provision, the term “COUNTY Data” shall mean data and information received by CONTRACTOR from COUNTY or through CONTRACTOR’s work on DHHS – Public Health’s COVID-19 CICT team (“CICT Team”). COUNTY Data includes, without limitation, any information or data that is transported across a COUNTY network, or that resides in a COUNTY-owned information system, or on a network or system under the control and management of CONTRACTOR for use by COUNTY, or that is entered in the CalCONNECT data management system. For purposes of this provision, the term “COUNTY Confidential Information” shall include all material, non-public information, including, without limitation, any and all non-public COUNTY Data, appearing in any form, including, but not limited to, written, oral or displayed, that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents, officers, officials, employees or volunteers, to CONTRACTOR or its agents, officers, officials, employees, affiliates, representatives, assignees or subcontractors.

B. **State Contractual Requirements.** CONTRACTOR hereby acknowledges that the CICT Team utilizes the CalCONNECT data management system, which is subject to the terms and conditions of the California COVID-19 Contact Tracing DMS System Data Use and Disclosure Agreement, by and between COUNTY and the California Department of Public Health (“CalCONNECT Agreement”), which is attached hereto as Exhibit D – California COVID-19 Contact Tracing DMS System Data Use and Disclosure Agreement and incorporated herein by reference as if set forth in full. CONTRACTOR shall comply with any and all applicable requirements of the CalCONNECT Agreement. For purposes of the CalCONNECT Agreement, CONTRACTOR shall be considered a “Workforce Member” as such term is defined in the CalCONNECT Agreement.

C. **Ownership Interests.** CONTRACTOR shall not acquire any ownership interest in COUNTY Data, including, without limitation, COUNTY Confidential Information. As between CONTRACTOR and COUNTY, all COUNTY Confidential Information and/or COUNTY Data

shall remain the property of COUNTY. CONTRACTOR shall not, without COUNTY's written permission, use or disclose COUNTY Data, including, without limitation, COUNTY Confidential Information, other than in the performance of its obligations under this Agreement and the CalCONNECT Agreement.

- D. **Information Security Program.** CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of COUNTY Data, protect against any anticipated threats or hazards to the security or integrity of COUNTY Data, and protect against unauthorized access to, or use of, COUNTY Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement, CONTRACTOR shall seek and follow COUNTY's direction regarding the proper disposition of COUNTY Data.
- E. **Remediation of Security Breaches.** CONTRACTOR shall take appropriate action to address any incident of unauthorized access to COUNTY Data, including, without limitation, addressing and/or remedying the issue that resulted in such unauthorized access, and immediately notifying COUNTY by phone and in writing of any incident of unauthorized access to COUNTY Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or any individual that is the subject of COUNTY Data. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement and the CalCONNECT Agreement. Should COUNTY Confidential Information and/or legally protected COUNTY Data be divulged to unauthorized third parties, CONTRACTOR shall comply with any and all applicable local, state and federal laws, regulations and standards, including, without limitation, California Civil Code Sections 1798.29 and 1798.82 at CONTRACTOR's sole expense. CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with these obligations.
- F. **Indemnification.** CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access and/or disclosure of information by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by COUNTY.

27. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:**

- A. **General Legal Requirements.** CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. **Licensure Requirements.** CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. **Accessibility Requirements.** CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

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**28. PROVISIONS REQUIRED BY LAW:**

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be enforced as though all required provisions are included herein, and if any such provision is not included, or incorrectly stated, the parties shall amend the pertinent section to make such correction.

**29. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:**

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date of such amendment.

**30. PROTOCOLS:**

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

**31. SEVERABILITY:**

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provisions of this Agreement.

**32. AGREEMENT SHALL BIND SUCCESSORS:**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

**33. WAIVER OF DEFAULT:**

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

**34. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:**

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

**35. AMENDMENT:**

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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**36. GOVERNING LAW:**

The validity, construction, and effect of this Agreement shall be governed by the laws of the United States of America and the State of California.

**37. DISPUTES AND ARBITRATION:**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.

**38. SUBCONTRACTS:**

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

**39. ATTORNEY'S FEES:**

If any action or proceeding, including, without limitation, arbitration proceedings, is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

**40. ASSIGNMENT:**

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to professional service agreements or other similar arrangements usually or customarily entered into by either party to obtain supplies, technical support or other services.

**41. SURVIVAL OF OBLIGATIONS:**

The duties and obligations of the parties set forth in Section 6 – Audit and Inspection, Section 7 – Record Retention, Section 8 – Copyright, Section 9 – Publications, Section 11 – Proprietary Information, Section 12 – Confidential Information, Section 14 – Indemnification and Section 26 – Privacy and Data Security Requirements shall survive the expiration or termination of this Agreement. Expiration or termination of this Agreement shall not extinguish any previously-acrued rights or obligations of the parties hereto.

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**42. CONFLICTING TERMS OR CONDITIONS:**

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

**43. INTERPRETATION:**

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

**44. INDEPENDENT CONSTRUCTION:**

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**45. NOTICES:**

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

**CONTRACTOR:** Public Health Institute  
Attention: Manel Kappagoda, Administrative Representative  
555 Twelfth Street, Suite 290  
Oakland, California 95607

**AND**

Public Health Institute  
Attention: Darneshia Blackmon, Authorized Representative  
555 Twelfth Street, Suite 290  
Oakland, California 95607

**COUNTY:** Humboldt County DHHS – Public Health  
Attention: Megan Blanchard, Director of Nursing  
529 I Street  
Eureka, California 95501

**AND**

Humboldt County DHHS – Public Health  
Attention: Sofia Pereira, Public Health Director  
529 I Street  
Eureka, California 95501

**46. COUNTERPART EXECUTION:**

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to

be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

**47. ENTIRE AGREEMENT:**

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

**48. AUTHORITY TO EXECUTE:**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**PUBLIC HEALTH INSTITUTE:**

By: Darneshia S. Blackmon

Date: 12/20/2021

Name: Darneshia S. Blackmon

Title: Director, Bid & Proposal

By: Matthew Marsom

Date: 12/20/2021

Name: Matthew C. G. Marsom

Title: Senior Vice President

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Sofia Pereira, Public Health Director  
*(Pursuant to the authority granted by the  
Humboldt County Board of Supervisors  
on March 26, 2020 [Item D-1])*

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kaufman  
Risk Management

Date: 12/21/2021

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Detailed Budget
- Exhibit C – Sample Invoice Form
- Exhibit D – California COVID-19 Contact Tracing DMS System Data Use and Disclosure Agreement

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Public Health Institute  
For Fiscal Year 2021-2022

**Summary of Role**

CONTRACTOR will provide the following staffing services to support the implementation of contact tracing needed for disease mitigation activities for COUNTY. This scope of services involves recruitment and public health surveillance for the contact tracing services, contact tracing awareness and vaccine support, directed by COUNTY.

**Recruitment And Staff Deployment**

- Maintain contact tracing staff, supervision and infrastructure for COUNTY’s COVID-19 contact tracing program. All contact tracing staff will be remote employees of CONTRACTOR based at their residence throughout the term of this Agreement.
- At the request of COUNTY, recruit and deploy contact tracing staff to respond to COVID-19 cases in Humboldt County.
- Execute a seamless onboarding process and ongoing management to ensure that staff deployed to support COUNTY receive appropriate training and support.
- Develop performance standards in alignment with COUNTY’s goals. Staff not meeting performance standards will receive accelerated progressive discipline, up to and including termination in accordance with CONTRACTOR employment policies and applicable employment laws. CONTRACTOR will manage the employees in accordance with all CONTRACTOR policies and procedures, including, without limitation, requiring specific training for all employees.
- In accordance with COUNTY’s goals, CONTRACTOR will deploy staff that speaks the top two (2) languages in the Humboldt County service area, English and Spanish. For other non-English languages, CONTRACTOR will use interpreters for real-time translation.

**Contact Tracing**

- Provide COUNTY with contact tracers, who have completed comprehensive training on the practice of contact tracing (“Staff”), to work remotely as part of COUNTY’s Case Investigation and Contact Tracing (“CICT”) Team.
- The CICT Team will ensure complete and timely telephone interviews as COUNTY directs in English and additional languages needed by COUNTY. Provide case investigations, case contacts (exposures), COVID-19 counseling, as indicated.
  - CONTRACTOR will conduct telephone interviews with contacts according to procedures and specifications as determined by COUNTY.
  - If requested by COUNTY, CONTRACTOR will provide active monitoring for the duration of their isolation or quarantine period.
  - Cases and contacts under isolation and quarantine will also be screened for the onset of COVID-19 like symptoms.

- Contact tracing staff will undergo training in confidentiality, vaccine hesitancy and CalCONNECT data entry processes.

### **COVID-19 Vaccination Support**

- Either as part of the CICT workflow, or as a stand-alone activity, CONTRACTOR will provide staffing and management of COVID-19 vaccine support using a call center model and/or in-person logistics support.
- Questions fielded may include, without limitation, general questions related to vaccine rollout, vaccine eligibility and questions related to isolation, quarantine and referral services.
- Additional services shall include, without limitation, all of the following:
  - Assist callers with completing vaccine appointment requests over the phone.
  - Respond to voicemails left on the call center phone line.
  - Triage calls about matters not related to vaccines or other services and refers to COUNTY as appropriate.

### **Data and Technology**

- CONTRACTOR will identify and provide the necessary equipment and technology required for a successful remote contact tracing workforce and provide such equipment to contact tracing staff.
- Working closely with COUNTY, CONTRACTOR will develop and provide guidance for data management flows between COUNTY and CONTRACTOR’s contact tracing teams.
- CONTRACTOR will complete the State of California training requirements for contact tracing and for using CalCONNECT.
- CONTRACTOR will complete all work in CalCONNECT. CONTRACTOR will not, except as may be permissible under any and all applicable local, state and federal laws, regulation and standards, and authorized by COUNTY in accordance with this Agreement, transmit data from systems, software, and/or technology of COUNTY to CONTRACTOR.
- CONTRACTOR will provide Information Technology support to all users for local and network Information Technology issues, if applicable.
- CONTRACTOR is covered by the standard Data Use and Disclosure Agreement to allow Local Health Jurisdictions to access the CalCONNECT system. The use of CalCONNECT by any entity that a Local Health Jurisdiction hires as a contractor makes the third party a subcontractor to the California Department of Public Health under the Local Health Jurisdiction – California Department of Public Health Data Use and Disclosure Agreement. COUNTY is responsible for ensuring CONTRACTOR’s compliance with the privacy and security policies described in the Data Use and Disclosure Agreement.

### **Services Coordination**

- CONTRACTOR will ensure effective communications by scheduling regular meetings with COUNTY POC to review progress, concerns, or data issues.

- CONTRACTOR will meet regularly with COUNTY to review progress, concerns and potential improvements.
- COUNTY will provide or approve all scripts and protocols required for call center activities.
- CONTRACTOR will review CalCONNECT reports weekly with COUNTY, including, without limitation, the number of cases, contacts attempted, contacts reached, referrals and any other required work-scope data as agreed upon.
- CONTRACTOR will employ technology and internal controls to protect survey respondents' privacy, confidentiality and security.
- Maintain adequate personnel and financial records to support costs associated with this Agreement.
- During the implementation of this Agreement, CONTRACTOR may redeploy other CONTRACTOR staff for contact tracing and to provide rapid response and surge response to COVID-19 outbreaks and cases. As needed, staff redeployments to provide surge capacity will be confirmed in writing in advance with COUNTY and CONTRACTOR's costs will be reimbursed through this contract.
- CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

**EXHIBIT B**  
**DETAILED BUDGET**  
Public Health Institute  
For Fiscal Year 2021-2022

<b>Full Team - 10 Staff - 6 Months</b>						
NO.	LINE ITEM DETAIL	10/12/2021 - 4/12/2022 (6 Month Period)				
		ANNUAL	PER UNIT	NO. OF	PERCENT	TOTAL COST
		COST	COST	UNITS	UNIT/FTE	
<b>A</b>	<b>PERSONNEL</b>					
	CT Team Manager	\$108,721	\$9,060	6.00	0.25	\$13,590
	CT Team Supervisors	\$70,350	\$5,863	6.00	1.00	\$35,175
	Resource Coordinators	\$66,150	\$5,513	6.00	1.00	\$33,075
	Contact Tracers	\$60,000	\$5,000	6.00	8.00	\$240,000
	Fringe Benefits	N/A	\$321,840	N/A	32%	\$102,989
	<b>Subtotal Personnel</b>					<b>\$424,829</b>
<b>B</b>	<b>OTHER DIRECT COSTS</b>					
	Computer Equipment	N/A	\$1,800	1.00	2.00	\$3,600
	Computer Software	N/A	\$500	1.00	2.00	\$1,000
	Internet Allowance - Contact Tracers	N/A	\$50	6.00	8.00	\$2,400
	Internet/Phone Allowance - Team Mgmt	N/A	\$100	6.00	2.25	\$1,350
	Communications	N/A	\$150	6.00	10.25	\$9,225
	Postage & Delivery	N/A	\$500	1.00	10.25	\$5,125
	Training & Professional Development	N/A	\$500	1.00	10.25	\$5,125
	<b>Subtotal Other Direct Costs</b>					<b>\$27,825</b>
<b>C</b>	<b>INDIRECT COSTS &amp; FEES</b>					
	Modified Total Direct Costs Rate	N/A	\$452,654	N/A	16.2%	\$73,330
	Administrative Fee	N/A	\$525,984	N/A	3.0%	\$15,780
	<b>Subtotal Indirect Costs &amp; Fees</b>					<b>\$89,109</b>
	<b>Total Team Costs</b>					<b>\$541,763</b>
<b>D</b>	<b>ALLOCATED PROGRAM MANAGEMENT COSTS</b>					
	Program Management Cost	N/A	\$1,500	6.00	10.25	\$92,250
	<b>TOTAL</b>					<b>\$634,013</b>

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

**EXHIBIT C**  
**SAMPLE INVOICE FORM**  
 Public Health Institute  
 For Fiscal Year 2021-2022



PUBLIC HEALTH INSTITUTE  
**Activity Transaction Detail (cont.)**

PHI Contract: PHI001547 - Tracing Health: Humboldt Count, Line 1



**SPONSOR #**  
 HUMBOLDT COUNTY OF PUBLIC HEALTH  
 529 I Street  
 Eureka, CA 95501

**REMIT PAYMENT TO:**  
 PUBLIC HEALTH INSTITUTE  
 555 – 12TH STREET, 2ND FLOOR SUITE 290  
 OAKLAND, CA 94607  
 ATTN: CASHIER

**BILL BY ID** : CONTRACT  
**CONTRACT NO** :  
**CONTRACT TITLE** :  
**CONTRACT PERIOD** :  
**FUNDING PERIOD** :  
**PROJECT-ACTIVITY** :  
**CURRENT PERIOD** :

TITLE	BUDGET	EXPENDITURES THIS PERIOD	EXPENDITURES TO DATE	BALANCE
<b>PERSONNEL</b>				
SALARIES	\$0.00	\$0.00	\$0.00	\$0.00
FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL PERSONNEL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>OPERATING EXPENSES</b>				
OTHER	\$0.00	\$0.00	\$0.00	\$0.00
TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL DIRECT COST</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$75,670.32</b>	<b>\$79,886.68</b>
<b>INDIRECT COST</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,954.33</b>	<b>\$8,540.68</b>
<b>TOTAL EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL COST</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>AMOUNT PREVIOUSLY BILLED</b>			\$0.00	
<b>NET INVOICE</b>		\$0.00		

I certify that this claim is in all respects true, correct and supportable by available documentation, and in compliance with all terms/conditions, laws and regulations governing its payment.

\_\_\_\_\_  
 Last Name, First Name  
 Accounting Manager

**EXHIBIT D**  
**CALIFORNIA COVID-19 CONTACT TRACING DMS SYSTEM DATA USE AND**  
**DISCLOSURE AGREEMENT**

Public Health Institute  
For Fiscal Year 2021-2022

**[See next page for Exhibit D]**

## **CalCONNECT System for California Connected Data Use and Disclosure Agreement**

This CalCONNECT System ("CalCONNECT") Data Use And Disclosure Agreement ("Agreement") for the California Connected Program sets forth the information privacy and security requirements that the Department of Health and Human Services (DHHS) – Public Health ("Participant"), and the California Department of Public Health ("CDPH") are obligated to follow with respect to all CalCONNECT Data (as defined herein) collected or created within the CalCONNECT System. Participant will have access to the CalCONNECT System managed by CDPH and will use it for COVID-19 surveillance and control in Humboldt County. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalCONNECT Data in compliance with all state and federal laws applicable to the CalCONNECT Data. Permission to receive, use and disclose CalCONNECT Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant's collection, use, and disclosure of the CalCONNECT Data.

- I. Supersession: This Agreement supersedes any prior CalCONNECT Agreement between CDPH and Participant.
- II. Definitions: For purposes of this Agreement, the following definitions shall apply:

**A. Breach**: "Breach" means:

1. the acquisition, access, use, or disclosure of CalCONNECT Data in violation of any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the CalCONNECT System only.

**B. CalCONNECT System Data**: "CalCONNECT System Data" means data in the CalCONNECT System including demographic, epidemiologic (including clinical information, risk factor information, exposure information, information on COVID-19 Cases and COVID-19 Contacts, and laboratory test result information), and administrative information on 2019 Novel Coronavirus (COVID-19) collected for the purposes of contact tracing, case investigation, disease prevention, and surveillance.

1. CalCONNECT Data specifically includes information contained in or derived from the following:

- a. California Reportable Disease Information Exchange (CaREDIE) System, which includes:
  - i. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.
  - ii. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.
  - iii. Communicable Disease Control Report Forms (required for specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local health officers), including laboratory confirmed cases of COVID-19.
  
- b. California Connected COVID-19 Contact Tracing Activities, which includes:
  - i. Demographic data of COVID-19 Cases and COVID-19 Contacts;
  - ii. Information obtained through interviews with COVID-19 Cases and COVID-19 Contacts, including but not limited to, health information, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and
  - iii. Records of communications with COVID-19 Cases and COVID-19 Contacts which contain personal information as defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.

2. CaCONNECT Data specifically excludes the following information:

- a. [Reserved.]

**C. California Connected:** "California Connected" means the State of California program launched in May 2020 for Contact Tracing, communicable disease surveillance, and public awareness related to COVID-19.

- D. Contact Tracing: "Contact Tracing" means the process of tracking COVID-19 as it spreads from person to person with the goal of halting transmission.
- E. COVID-19 Cases: "COVID-19 Cases" means persons with a suspected or confirmed case of COVID-19 in California.
- F. COVID-19 Contacts: "COVID-19 Contacts" means persons in California who may have been in contact with, interacted with or were otherwise exposed to a COVID-19 Case.
- G. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.
- H. Security Incident: "Security Incident" means:
1. an attempted breach;
  2. the attempted or successful modification or destruction of CalCONNECT Data in the CalCONNECT System, in violation of any state or federal law or in a manner not permitted under this Agreement; or
  3. the attempted or successful modification or destruction of, or interference with, system operations in the CalCONNECT System that negatively impacts the confidentiality, availability or integrity of CalCONNECT Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalCONNECT Data in the CalCONNECT System.
- I. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- J. Workforce Member: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.
- K. [Reserved.]

### III. Background and Purpose:

The CalCONNECT System is an online database that maintains information, collected through the California Connected program, on contact tracing of COVID-19 to test, trace and isolate people who may have been infected. The purpose of this database is to improve the efficiency of disease surveillance activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to

interview COVID-19 Cases and COVID-19 Contacts, identify the individuals they have interacted with, and notify those contacts to evaluate whether they need to isolate or quarantine. CalCONNECT is an integral part of the overall California public health emergency preparedness and response strategy to COVID-19 as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.

- IV. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data: The legal authority for CDPH and Participant to collect, use and disclose CalCONNECT Data is set forth in Attachment A, which is made part of this Agreement by this reference.
- V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:
- A. CDPH and CalCONNECT HIPAA Status: CDPH is a “hybrid entity” for purposes of applicability of the federal regulations entitled “Standards for Privacy of Individually Identifiable Health Information” (“Privacy Rule”) (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, of the Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111-5, 123 Stat. 265-66)). The CalCONNECT System has not been designated by the CDPH as, and is not, one of the HIPAA-covered “health care components” of CDPH. (45 C.F.R. § 164.504(c)(3)(iii).) The legal basis for this determination is as follows:
1. The CalCONNECT System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of “covered entity”)); and
  2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A];
- B. Parties Are “Public Health Authorities”: CDPH and Participant are each a “public health authority” as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)
- C. CalCONNECT Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of CalCONNECT Data may also be considered a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalCONNECT Data disclosure and/or use by CDPH

and Participant, without the consent or authorization of the individual who is the subject of the PHI:

1. HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];
2. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);
3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law.” (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a)(1).) and,
4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalCONNECT Data uses and disclosures.

**D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant:** This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of “business associate”). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

**VI. Permitted Disclosures:** The Participant and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access from unauthorized disclosure. The Participant, and its workforce members and agents, shall not disclose any CalCONNECT Data for any purpose other than carrying out contact tracing in the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. When COVID-19 Cases and COVID-19 Contacts cross into another county's jurisdiction, the Participant shall be permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law.

VIII. Restricted Disclosures and Uses:

A. [Reserved.]

IX. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalCONNECT Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

X. Security: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalCONNECT Data. These steps shall include, at a minimum:

A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and

B. In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalCONNECT Data from breaches and security incidents.

XI. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.

XII. Training: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of

Participant's obligations under this Agreement, or otherwise use or disclose CalCONNECT Data.

- A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name, the date on which the training was completed, and an agreement to comply with all applicable federal and state laws.
- B. The Participant shall retain each workforce member's written certifications for CDPH inspection for a period of three years following contract termination.

**XIII. Workforce Member Discipline:** Participant shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Participant workforce members under Participant's direct control who intentionally or negligently violate any provisions of this Agreement.

**XIV. Participant Breach and Security Incident Responsibilities:**

- A. **Notification to CDPH of Breach or Security Incident:** The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalCONNECT Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IT Service Desk at the telephone numbers listed in Section XIV(G), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalCONNECT System operating environment; and,
2. any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.

**B. Investigation of Breach:** The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalCONNECT Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalCONNECT Data, or to whom it is known (or reasonably believed) to have had the CalCONNECT Data improperly disclosed to them; and
3. a description of where the CalCONNECT Data is known or believed to have been improperly used or disclosed; and
4. a description of the known or probable causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

**C. Written Report:** The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

**D. Notification to Individuals:** If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the CalCONNECT Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to California Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.
- F. Public Statements:** Participant shall cooperate with CDPH in developing content for any public statements regarding Breaches or Security Incidents related to Participant and shall not provide any public statements without the express written permission of CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.
- G. CDPH Contact Information:** To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

<b>CDPH Program Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer (and CDPH IT Service Desk)</b>
<p>Juan Ruiz, MD, MPH            Chief, Communicable Disease            Emergency Response Program</p> <p>Email: Juan.Ruiz@cdph.ca.gov            Telephone: (510) 620-3036</p>	<p><b>Privacy Officer</b>            Privacy Office,            c/o Office of Legal Services            California Department of            Public Health            1415 L Street, Suite 500            Sacramento, CA 95814</p> <p>Email: privacy@cdph.ca.gov            Telephone: (877) 421-9634</p>	<p><b>Chief Information            Security Officer</b>            Information Security Office            California Department of            Public Health            P.O. Box 997413, MS 6302            Sacramento, CA 95899-7413</p> <p>Email:            CDPH.InfoSecurityOffice@cdph.ca.gov            Telephone: IT Service Desk            (916) 440-7000 or            (800) 579-0874</p>

[This space intentionally left blank – Continued on next page.]

**XV. CDPH Breach and Security Incident Responsibilities:** CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalCONNECT Data that was created or collected by Participant in the CalCONNECT System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.

**A. Participant Contact Information:** To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves the right to make changes to the contact information in Attachment B. Said changes shall not require an amendment to this Agreement.

**XVI. Compliance with California Health and Safety Code Section 121022(h):** CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."

**XVII. Term of Agreement:** Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for three (3) years after the latest signature date in the signature block below. After three (3) years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced written notice. CDPH may also terminate this Agreement pursuant to Section XVIII, below.

**XVIII. Termination for Cause:**

**A. Termination Upon Breach:** A breach by either party of any provision of this Agreement, as determined by CDPH or Participant, shall constitute a material

breach of the Agreement and grounds for immediate termination of the Agreement by CDPH or Participant by providing written notice of such termination. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.

**B. Judicial or Administrative Proceedings:** CDPH and Participant shall notify the other party in writing if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if the other party is found guilty of a criminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.

**XIX. Amendment:** The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalCONNECT Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

- A.** Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or
- B.** Participant does not enter into an amendment providing assurances regarding the safeguarding of CalCONNECT Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalCONNECT Data.

**XX. Assistance in Litigation or Administrative Proceedings:** Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions by CDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.

**XXI. Disclaimer:** CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant,

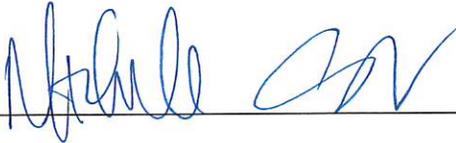
is or will be secure from unauthorized use or disclosure. Participant is solely responsible for all decisions made by Participant regarding the safeguarding of CalCONNECT Data.

- XXII.** Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXIII.** No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.
- XXIV.** Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.
- XXV.** Survival: The respective rights and obligations of Participant under Sections IX, X, and XIV of this Agreement shall survive the termination or expiration of this Agreement.
- XXVI.** Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:
- A.** Attachment A: State Law Authority for: (1) Use and Disclosure of CalCONNECT Data; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).
  - B.** Attachment B: Participant Breach and Security Incident Contact Information.
- XXVII.** Entire Agreement: This Agreement, including all attachments, constitutes the entire agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVIII.** Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXIX.** Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXX. Signatures:

**IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:**

On behalf of Department of Health and Human Services (DHHS) – Public Health, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.



10/7/2020

Michele Stephens  
DHHS – Public Health  
529 "I" Street  
Eureka, CA 95501

Date

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.



10/08/2020

James Watt, MD, MPH  
Chief, Division of Communicable Disease Control  
California Department of Public Health  
850 Marina Bay Parkway, Building P  
Richmond, CA 94804

Date

Return Executed Agreement to:

\_\_\_\_\_  
Emily White  
Office of Legal Services  
California Department of Public Health  
Emily.White@cdph.ca.gov

Attachment A

State Law Authority for:

- (1) Use and Disclosure of CDPH CalCONNECT Data; and,
- (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

A. Legal Authority:

1. California Information Practices Act:

- a. California Civil Code section 1798.24, subdivision (i), provides in part as follows: “An agency shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the information is disclosed, as follows: Pursuant to a determination by the agency that maintains information that compelling circumstances exist that affect the health or safety of an individual....”

2. March 4, 2020, Governor’s Proclamation of a State of Emergency:

<https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>.

3. California Health and Safety Code section 101085

4. California Health and Safety Code section 120175

5. California Health and Safety Code sections 121022-121035

6. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventive Medical Service, Article 3.5, Reporting of HIV, Sub Article 4 Sections: 2641.5-2643.20

Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

<b>Participant Program Manager</b>	<b>Participant Privacy Officer</b>	<b>Participant Chief Information Security Officer</b>
Megan Blanchard	Amy Cone	Zachary Smith
Director of Public Health Nursing	DHHS Compliance and Quality Assurance Administrator & Privacy Officer	Deputy Director Information Services
908 Seventh Street	507 F Street	507 F Street
Eureka	Eureka	Eureka
CA, 95501	CA, 95501	CA, 95501
707-441-5071	707-267-8847	707-441-5470
707-268-8495	707-441-5579	707-441-5585
<a href="mailto:mblanchard@co.humboldt.ca.us">mblanchard@co.humboldt.ca.us</a>	<a href="mailto:acone@co.humboldt.ca.us">acone@co.humboldt.ca.us</a>	<a href="mailto:zsmith@co.humboldt.ca.us">zsmith@co.humboldt.ca.us</a>