

**DATA SHARING AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
EVIDENT CHANGE**

This "Data Sharing Agreement" (the "Agreement"), is entered into, by and between the County of Humboldt, a political subdivision of the State of California ("COUNTY"), and Evident Change, a New York non-profit corporation authorized to do business in the State of California ("CONTRACTOR"), and is made on the last date signed below for the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services ("DHHS – CWS"), desires access to data from completed Child Protection Reporting Guide ("CPRG") tools; and

WHEREAS, data from completed CPRG tools is collected by CONTRACTOR's CPRG in the CONTRACTOR's CPRG hosted web application. COUNTY will need access to CONTRACTOR's electronic data for the purposes set forth in this Agreement; and

WHEREAS, CONTRACTOR agrees to provide COUNTY access, in accordance with state and federal laws and policies, to confidential records, statistics, administrative data, and other confidential documents for review to carry out ongoing evaluation and Continuous Quality Improvement ("CQI") activities related to the CPRG. The purpose of this Agreement is to set forth the scope of each party's responsibilities regarding data sharing; and

WHEREAS, COUNTY and CONTRACTOR (collectively the "Parties") are committed to protecting client confidentiality, security, and privacy while sharing data. CONTRACTOR has policies and procedures in place to ensure adherence to these commitments, including restricting the use of information shared under this Agreement to activities that are essential to the project; and

WHEREAS, COUNTY understands that CONTRACTOR has access to data collected by the hosted CPRG application; and

WHEREAS, the Parties desire to enter into and document their agreement for CONTRACTOR to share the data collected by the hosted CPRG application with COUNTY while protecting the confidential nature of such collected data.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the Parties agree as follows:

1. In accordance with state and federal laws and policies, CONTRACTOR shall allow COUNTY access to confidential statistics, administrative data collected by the CONTRACTOR's CPRG web application, and other confidential documents needed for the project.
2. COUNTY understands that the information shared may include confidential information. As such, COUNTY agrees not to disclose to any unauthorized group or individual any of the information obtained pursuant to this Agreement. Access to the data shall be limited to COUNTY's staff authorized to access the data to perform their project or job roles, all of whom receive annual training on confidentiality, security, and privacy protections and procedures.
3. In the event that a data subject contacts CONTRACTOR with a request to exercise his/her rights, CONTRACTOR's staff shall document and refer the request to appropriate COUNTY DHHS – CWS

personnel.

4. CONTRACTOR agrees to cooperate with COUNTY to ensure sufficient access to confidential data needed in a timely manner.
5. COUNTY shall implement procedures to protect information provided by CONTRACTOR from unauthorized access, use, modification, or dissemination.
6. COUNTY shall immediately notify CONTRACTOR in writing of any and all defects, errors, inaccuracies or any other problems with the data shared that is discovered by COUNTY.
7. The term of this Agreement shall commence at the date last signed through June 30, 2027, unless terminated earlier pursuant to Section 10. of this Agreement.
8. In the event that COUNTY fails to comply with the terms of this Agreement, CONTRACTOR may cease to supply data for the project and may demand return of any and all data provided to COUNTY within five (5) business days.
9. This Agreement embodies the entire agreement of the Parties and may not be assigned without the written consent of both Parties. An assignment made without such written consent shall be null and void.
10. This Agreement may be terminated at any time by either party by giving written notice to the other party. Termination shall become effective upon receipt of the written notice by the other party, which receipt shall be documented by both Parties.
11. 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; sent by certified mail, return receipt requested, to the respective addresses set forth below; or sent by electronic mail the Parties share among themselves.. Notice shall be effective upon actual receipt or refusal as documented by the Parties:

COUNTY: Humboldt County DHHS – Social Services
Attention: Connie Beck, Social Services Director
507 F Street
Eureka, California 95501

CONTRACTOR: Evident Change
Attn: Shane Fetters
426 South Yellowstone Drive, Suite 250
Madison, WI 53719


12. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other future defaults or breaches of this Agreement or a subsequent waiver of that same default or breach.
13. The laws of the State of California govern this Agreement. Any dispute arising hereunder, or relating hereto, shall be litigated in and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
14. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date written below.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

EVIDENT CHANGE:


By: 
Katherine H. Park
Chief Executive Officer

Date: 8/18/22

By: 
Name: MONICA TREMBLAY
Title: BOD SECRETARY

Date: 8/18/22

COUNTY OF HUMBOLDT:

By: 
Chair, Humboldt
County Board of Supervisors

Date: 9/22/2022