

**EL DORADO COUNTY
COST REIMBURSABLE AGREEMENT
BETWEEN EL DORADO COUNTY
AND PUBLIC HEALTH INSTITUTE**

THIS CONTRACT is by and between **EL DORADO COUNTY**, a municipal corporation, hereinafter referred to as the "**COUNTY**", and **PUBLIC HEALTH INSTITUTE**, hereinafter referred to as the "**CONTRACTOR**".

INTRODUCTION

WHEREAS, this Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Orders N-25-20, and N-33-20, guidance issued by the California Department of Public Health that includes the need to practice social distancing, and is directly related to that emergency and necessary for the preservation of public health and safety; and

WHEREAS, to control the spread of COVID-19 and prevent the occurrence of additional cases within the County, the County's Health Department investigates cases of COVID-19 and their close contacts to ensure safe and effective isolation and/or quarantine; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Coronavirus 2019 (COVID 19) Investigation, Contact Tracing and public health surveillance for the County of El Dorado Health and Human Services Agency; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030, El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, the County desires for Contractor to assist with its Public Health Department's Case Investigation and Contact Tracing program (CICT) for COVID-19 to identify COVID-19 cases and their close contacts more quickly, to assist with more effective isolation and quarantine of COVID-19 cases and close contacts within the County, and to more effectively coordinate care for COVID-19 cases; and

WHEREAS, Contractor desires to assist the County's Public Health Department's COVID-19 CICT work to prevent the spread of COVID-19 and occurrence of additional cases within the County; and

WHEREAS, the activities covered by this Agreement are public health surveillance activities undertaken to reduce the spread of COVID-19 and to address 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:** The period of performance for work outlined in this Agreement shall become effective upon final execution by both parties hereto and shall expire six (6) months from the date thereof.
2. **SCOPE OF WORK:** Contractor shall furnish to County, upon its request, those services and work set forth in **Exhibit A** (Scope of Work), attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of El Dorado County Public Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services.
3. **TOTAL AMOUNT:** The maximum amount payable under this Agreement is for up to the amount of \$645,034 to be paid in accordance with **Exhibit B** (Detailed Budget).
4. **INVOICES:** Contractor will invoice County for services rendered in accordance with **Exhibit A** (Scope of Work) and according to **Exhibit B** (Detailed Budget). Upon approval by the County's Administrative Representative of the Contractor's invoices, County will reimburse Contractor, in arrears, up to the total amount specified above. The invoice will be on letterhead and include: Agreement Number, Contractor Name, Contractor Mailing Address, Contractor Telephone, Invoice Number, Invoice Period, and Signature. For cost reimbursable Agreements, invoices will also be supplemented by a detailed transaction report all costs incurred.
5. **ALLOWABLE COSTS:** The allowability of Contractor's costs will be determined in accordance with 2 CFR 200. All payments should be considered provisional and subject to adjustment pending review and audit results. If any cost under this award are determined otherwise to be unallowable they will be deducted from subsequent payments due Contractor or Contractor will refund such amounts to County on demand.
6. **AUDIT & INSPECTION:** Costs incurred in the performance of the Agreement will be subject to audit. Contractor agrees to allow auditors access to records necessary to support the reported costs. Contractor will maintain adequate accounting record for all receipts and disbursements of supplies and monies. Contractor will also make and keep systematic written records of all services performed and expenses incurred under this Agreement. Such records shall include records relevant to any costs or expenses incurred by the Contractor. During the term of this

Agreement and for three years after final payment to Contractor, County will have the right to audit, inspect, and copy such records.

7. **ASSURANCE OF COMPLIANCE:** Contractor shall comply with **Exhibit C** (Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs) attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning **Exhibit C** upon request by County.
8. **RECORD RETENTION:** Contractor will preserve and retain all of its financial records, supporting documents, statistical records and all other books, documents, papers, and other records pertinent to this Agreement, whether preserved or retained in paper form, electronically or otherwise, for the record retention periods specified in 22 CFR §226.53. The rights of access in this section are not limited to the required retention period, but will last as long as records are retained.
9. **COPYRIGHT:** Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that the Contractor creates or helps create in performing services under this Agreement will be, and are hereby assigned to Contractor as its sole and exclusive property.
10. **PUBLICATIONS:** Contractor is free to publish articles in professional journals describing the results of work hereunder. Contractor agrees to provide an advance copy to County and to acknowledge County and the Funding Agency, if any, as the sponsor(s) in any publications.
11. **INDEPENDENT CONTRACTOR:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any

kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

- 12. CONFIDENTIALITY:** 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, confidential or proprietary information or materials disclosed to Contractor by County in the course of providing services under this Agreement. All County confidential information will be clearly marked "Confidential" and will be sent to Contractor's Authorized Representative. Contractor will incorporate the requirements of this clause in all lower tier Agreements, if applicable.
- 13. INDEMNIFICATION:** Each Party agrees to indemnify, defend and hold harmless the other Party and its directors, officers, members, employees, contractors and agents, and Contractor agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying Party's directors, officers, employees or agents in the performance of this Agreement, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The Parties' obligations under this section will survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.
- 14. LIMITATION OF LIABILITY:** Neither Party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 15. INSURANCE AND LICENSES:** Contractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Contractor's domicile, and all other appropriate governmental agencies. Contractor's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by Contractor to be a material breach of this Agreement and may constitute grounds for County's termination.
- 16. 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 the County. Such report shall be made before expenditure of funds authorized in this Agreement and within 45 days of any subsequently identified financial conflict of interest. Contractor shall report to the County's Administrative Representative within 45 days when a financial conflict of interest no longer exists. Contractor shall report to the County's Administrative Representative within 90 days of learning of noncompliance requiring retrospective review if bias was identified.

- 17. REPRESENTATIONS:** Contractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
- 18. 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.
- 19. 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.
- 20. TERMINATION:** County may suspend or terminate this Agreement at any time by giving 30 days 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 30 days written notice to the other Party. If Contractor sends or receives a notice of suspension or termination, Contractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Contractor will stop work and Contractor will 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.
- 21. DEBARMENT CERTIFICATION:** Contractor certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance of this project are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Contractor certifies that it is not listed as debarred or suspended in www.sam.gov.
- 22. NON-DISCRIMINATION:** Contractor shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41

CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

23. WHISTLEBLOWER: Contractor is hereby given notice that the 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" applies to this Agreement. Employee Whistleblower Rights and Requirement requires that (a) this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program, (b) the Contractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, (c) the Contract For Services will insert the substance of this clause, including this paragraph in all subcontracts over the simplified acquisition threshold.

24. WAGE AND HOUR COMPLIANCE: The Contractor shall comply with all applicable federal and state provisions concerning wages and conditions of employment, fringe benefits, overtime, etc., as now exists or is hereafter enacted during the term of this contract, and shall save the County harmless from all actions, claims, demands, and expenses arising out of the Contractor failure to so comply.

25. PRIVACY, SECURITY, AND OTHER REQUIREMENTS

- A. Contractor acknowledges that the County Public Health Department's COVID-19 CICT team ("CICT Team") utilizes a data management system known as CalCONNECT, which use is subject to that certain California COVID-19 Contact Tracing DMS System Data Use and Disclosure Agreement, by and between the County and the California Department of Public Health, effective as of December 28, , 2020 ("CalCONNECT Agreement"), attached hereto as **Exhibit D**. Contractor shall comply with 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.
- B. Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement and the CalCONNECT Agreement.
- C. DEFINITIONS: "County Data" shall mean data and information received by Contractor from County or through Contractor's work on the CICT Team. County Data includes 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 a contractor for use by County, or that is entered in CalCONNECT. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or

indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

- D. 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. Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including 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 the 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 all applicable federal and state laws and regulations, including but not limited to 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. 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 the County.

26. COMPLIANCE WITH LAW: Contractor agrees to comply with all relevant state and federal statutes and regulations.

27. GOVERNING LAW: The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.

28. SEVERABILITY: If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.

29. 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.

- 30. ATTORNEY'S FEES:** If any action or proceeding including arbitration 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.
- 31. NON-ASSIGNMENT:** This Agreement is not assignable by Contractor without the prior written consent of County.
- 32. SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the Parties.
- 33. CONTRACT ADMINISTRATOR:** The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, Director of Public Health, or successor.
- 34. NOTICES:** Any notice given by any of the Parties will be sufficient only if in writing to the County Administrative Representative and by/to the Contractor's Authorized Representative named below.

Contractor Administrative Representative: Manel Kappagoda
Deputy Director
555 12th Street, Suite 290
Oakland, CA 95607
510-388-2477

Contractor Authorized Representative: Darneshia Blackmon
Director of Bid and Proposal
555 12th Street, Suite 290
Oakland, CA 95607
510-285-5742

County Administrative Representative: Olivia Byron-Cooper
Director of Public Health
3057 Briw Road, Suite B
Placerville, CA 95667
530-621-6374

County Authorized Representative: John Hidahl, Chair
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

- 35. ENTIRE AGREEMENT:** This is the entire Agreement between the Parties. It supersedes all prior oral or written Agreements or understandings and it may be amended only in writing.


IN WITNESS WHEREOF, the COUNTY has caused this Contract to be duly executed on its behalf, and thereafter the CONTRACTOR has caused the same to be duly executed on its behalf.

EL DORADO COUNTY

By: 
John Hidahl, Chair
Board of Supervisors
"County"

Dated: 11/9/21

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 11/9/21

PUBLIC HEALTH INSTITUTE

By: *Darneshia Blackmon*
Darneshia Blackmon (Oct 26, 2021 15:39 PDT)
Darneshia Blackmon
Director of Bid and Proposal
"Contractor"

Dated: 10/26/2021

EXHIBIT A

AGREEMENT BETWEEN COUNTY OF EL DORADO COUNTY ("COUNTY") AND THE PUBLIC HEALTH INSTITUTE ("PHI") FOR THE PROVISION OF COVID-19 CONTRACT TRACING AND INVESTIGATION SERVICES

TERM:

FROM: Final Execution TO: Six (6) Months Thereafter

SCOPE OF WORK:

Summary of Role

Public Health Institute (PHI) will complete the following deliverables to support the implementation of contact tracing needed for disease mitigation activities for the County. This scope of work involves recruitment and public health surveillance for the contact tracing services, contact tracing awareness, and vaccine support, directed by County.

Key Deliverables and Objectives

RECRUITMENT AND STAFF DEPLOYMENT

- Maintain contact tracing staff, supervision, and infrastructure for the County COVID-19 contact tracing program. All contact tracing staff will be remote employees of PHI based at their residence for the contract period.
- At the request of County, recruit and deploy contact tracing staff to respond to COVID-19 cases in 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. Staff not meeting performance standards will receive accelerated progressive discipline, up to and including termination in accordance with PHI employment policies and applicable employment laws. PHI will manage the employees in accordance with all PHI policies and procedures, including requiring some specific training for all employees
- In accordance with County's goals, PHI will deploy staff that speaks the top two languages in the County service area (English and Spanish). For other non-English languages, we 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 (collectively, "Staff"), to work remotely as part of the County's Case Investigation and Contact Tracing (CICT) Team.

- The CICT Team will ensure complete and timely telephone interviews as the County directs in English and additional languages needed by the County. Provide case investigations, case contacts (exposures), COVID-19 counseling, as indicated.
 - PHI will conduct telephone interviews with contacts according to procedures and specifications as determined by County.
 - If requested by the County, the 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 CI/CT workflow or as a stand-alone activity, the 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 but are not limited to general questions related to vaccine rollout, vaccine eligibility, and questions related to isolation, quarantine, and referral services.
- Additional services shall include but are not limited to 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

- PHI will identify and provide the necessary equipment and technology (hardware and software) required for a successful remote contact tracing workforce and provide this to contact tracing staff (e.g., computers, phones, etc.).
- Working closely with the County, the Contractor will develop and provide guidance for data management flows between County and PHI's contact tracing teams.
- The Contractor will complete the State of California training requirements for contact tracing and for using CalCONNECT.
- The Contractor will complete all work in CalCONNECT. The Contractor will not, except as may be permissible under law and regulation, and authorized by the County in accordance with this Agreement, transmit data from systems, software, and/or technology of the County to the Contractor.
- PHI will provide IT support to all users for local and network IT issues, if applicable.
- The Contractor is covered by the standard Data Use and Disclosure Agreement (DUDA) to allow Local Health Jurisdictions (LHJs) to access the CalCONNECT system. The use of CalCONNECT by any entity that an LHJ hires as a contractor makes the third party a subcontractor to CDPH under the LHJ-CDPH DUDA. The County is responsible for ensuring PHI's compliance with the CalCONNECT privacy and security policies described in the DUDA.

Services Coordination

- PHI will ensure effective communications by scheduling regular meetings with County POC to review progress, concerns, or data issues.
 - The 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.
- PHI will review CalConnect reports weekly with County, including the number of cases, contacts attempted, contacts reached, referrals, and any other required work-scope data as agreed upon.
- PHI 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, PHI may redeploy other PHI staff for contact tracing and contact tracing 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 PHI's costs will be reimbursed through this contract.

Exhibit B
Budget Detail

Organization: Public Health Institute (PHI)
Pre-Funding Discussions: Tracing Health

El Dorado County - Full Team - 10 Staff - 6 Months						
NO.	LINE ITEM DETAIL	10/01/2021 - 3/31/2022 (6 Month Period)				
		ANNUAL	PER UNIT	NO. OF	PERCENT	TOTAL COST
		COST	COST	UNITS	UNIT/FTE	
A	PERSONNEL					
	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
	Subtotal Personnel					\$424,829
B	OTHER DIRECT COSTS					
	Computer Equipment	N/A	\$1,800	1.00	6.00	\$10,800
	Computer Software	N/A	\$500	1.00	6.00	\$3,000
	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
	Subtotal Other Direct Costs					\$37,025
C	INDIRECT COSTS & FEES					
	Modified Total Direct Costs Rate	N/A	\$461,854	N/A	16.2%	\$74,820
	Administrative Fee	N/A	\$536,674	N/A	3.0%	\$16,100
	Subtotal Indirect Costs & Fees					\$90,921
	Total Team Costs					\$552,775
D	ALLOCATED PROGRAM MANAGEMENT COSTS					
	Program Management Cost	N/A	\$1,500	6.00	10.25	\$92,260
	TOTAL					\$645,034

#6039

EXHIBIT C
“VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS”

NAME OF VENDOR/RECIPIENT: Public Health Institute

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

10/26/2021

Date

555 12th Street, Suite 290, Oakland Ca 94609

Address of vendor/recipient

Corwin Blackum
Corwin Blackum (Oct 26, 2021, 11:58 PDT)

Signature

(08/13/01)

EXHIBIT D
TO PHI AGREEMENT 6039

**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 **County of El Dorado, Public Health Division** (“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 County of El Dorado. 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:

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a. California Reportable Disease Information Exchange (CalREDIE) 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. CalCONNECT Data specifically excludes the following information:

a. [Reserved.]

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

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- 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

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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

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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.

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- 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

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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.

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- 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

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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.

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CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
<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>Privacy Officer 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>Chief Information Security Officer 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>

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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

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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,

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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.** Administrator: The County Officer or employee with responsibility for administering this Agreement on behalf of the Participant is Olivia Byron-Cooper, MPH, Acting Public Health Director, or successor.

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#5391

XXXI. Signatures:

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

On behalf of **County of El Dorado, Public Health Division**, 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.

Mollie B. Purcell 12/28/20
Principal Management Analyst
Date
Don Ashton For Don Ashton, CAO
Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

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.

Amy Kile-Puente 1/04/21
Date
James Watt, MD, MPH
Chief, Division of Communicable Disease Control
California Department of Public Health
850 Marina Bay Parkway, Building P
Richmond, CA 94804

Return Executed Agreement to:

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

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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

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Attachment B

Participant Contact Information

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

Participant Program Manager	Participant Privacy Officer	Participant Chief Information Security Officer
Olivia Byron-Cooper, MPH	Robert Schroeder	Don Carter
[Name] Acting Public Health Director	[Name] Risk Manager	[Name] Chief Information Security Officer
[Title] 931 Spring St.	[Title] 360 Fair Lane	[Title] 360 Fair Lane, Building B
[Address]	[Address]	[Address]
[Address 2] Placerville	[Address 2] Placerville	[Address 2] Placerville
[City] CA, 95667	[City] CA, 95667	[City] CA, 95667
[State, Zip Code] (530) 653-6374	[State, Zip Code] (530) 621-6520	[State, Zip Code] (530) 621-5402
[Telephone] (530) 653-2208	[Telephone] N/A	[Telephone] N/A
[Fax] olivia.byron-cooper@edcgov.us	[Fax] robert.schroeder@edcgov.us	[Fax] don.carter@edcgov.us
[E-mail]	[E-mail]	[E-mail]