

## California Department of Public Health Data Access Agreement

This Agreement is made and entered into on February 22, 2022 by and between the **California Department of Public Health** (“CDPH”) and the Local Health Jurisdiction, County of Fresno (“LHJ”) hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, CDPH has created a dataset combining particular data elements specific to COVID-19 from the California Immunization Registries and the California Reportable Disease Information Exchange (CalREDIE) (combined COVID-19 specific dataset hereinafter referred to as “COVID-19 Dataset”);

WHEREAS, LHJ is a signatory on the CalREDIE System Data Use and Disclosure Agreement (CalREDIE Agreement);

WHEREAS, LHJ is a signatory on the CAIR2 (“IIS Agreement”); and

WHEREAS, LHJ wishes to access, and CDPH wishes to provide access to the COVID-19 Dataset;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall provide LHJ with access to the COVID-19 Dataset.
2. LHJ agrees to only use data obtained from the COVID-19 Dataset for legally authorized public health purposes.
3. LHJ agrees to comply with all provisions it has agreed to in the most current executed version of the CalREDIE Agreement and the most current executed version of the IIS Agreement noted above.
4. The Parties agree that LHJ will have access only to the COVID-19 Dataset that pertain to its jurisdiction.
5. The Parties understand the Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not apply to either the COVID-19 Dataset or this Agreement and neither the LHJ nor CDPH constitute a “business associate” within the meaning of HIPAA with respect to one another for purposes of this Agreement.
6. LHJ shall establish, or cause its contractors to establish, appropriate and reasonable administrative, technical, and physical safeguards to ensure security, confidentiality, and availability of the COVID-19 Dataset in compliance with the CalREDIE Agreement and IIS Agreement noted above.
7. LHJ shall provide training on its obligations under this Agreement, at its own expense, to all workforce members who access or use data from the COVID-19 Dataset.
8. This Agreement begins on the final date of execution by both Parties and continues until the earlier of (i) CDPH’s decision to stop providing the COVID-19 Dataset, or (ii) two (2) years. After two (2) years, this Agreement will expire without further action. If the

Parties wish to extend the Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement.

9. LHJ understands it is required to have an active and valid CalREDIE Agreement and IIS Agreement. Should either agreement expire or be terminated, LHJ will be considered to be in default and will have thirty (30) calendar days to remedy the default. Should LHJ decline or be unable to remedy the default within thirty (30) calendar days, this Agreement will terminate. The thirty (30) calendar days can be extended for up to an additional thirty (30) calendar days by written agreement signed by both parties.
10. CDPH reserves the right to immediately terminate LHJ's access to the COVID-19 Dataset if LHJ breaches a material term of this Agreement, the CalREDIE Agreement, or IIS Agreement. Upon termination of access, CDPH will send LHJ a notice explaining the cause for which their access was terminated. LHJ will have fifteen (15) calendar days to cure the breach and if the LHJ is unable or unwilling to cure the breach, CDPH will terminate the Agreement immediately. The fifteen (15) calendar days can be extended for up to an additional fifteen (15) calendar days by written agreement signed by both parties.
11. CDPH reserves the right to terminate this Agreement, without cause, upon twenty-four (24) hours' written notice to LHJ.
12. No change or revisions to this Agreement shall be valid unless made in the form of a written amendment that is formally approved and executed by all the Parties.
13. This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. However, no assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
14. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

[SIGNATURES ON NEXT PAGE]

**CDPH**

*James Watt*

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March 9, 2022

Date

**LHJ**

*B. Pacheco*

Brian Pacheco  
Chairman of the Board of Supervisors of the County of Fresno  
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2-24-22

Date