

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-555

SAP Number

### Public Health

<b>Department Contract Representative</b>	Paul Chapman
<b>Telephone Number</b>	(909) 387- 6222
<b>Contractor</b>	California Department of Public Health
<b>Contractor Representative</b>	Nestor Martinez
<b>Telephone Number</b>	(916) 865-8703
<b>Contract Term</b>	Two years from date of execution
<b>Original Contract Amount</b>	N/A
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	Non-Financial
<b>Cost Center</b>	N/A

**Briefly describe the general nature of the contract:**

Non-financial Data Use Agreement with CDPH to be granted access to the Collaboration and Response Dashboard (CORD). CORD is a COVID-19 vaccine digital platform, developed by the State, as a means of support to local Counties. This dashboard is designed to inform, facilitate, and track past and current vaccination outreach efforts statewide. CORD can highlight any gaps in communities where vaccination outreach efforts and resources need to be concentrated. This Agreement begins on the date CDPH executes and continues until either CDPH shuts down CORD, or in two years.

**FOR COUNTY USE ONLY**

<p>Approved as to Legal Form</p> <p></p> <p>Adam Ebright, County Counsel</p> <p>Date <u>6/10/2021</u></p>	<p>Reviewed for Contract Compliance</p> <p>_____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>_____</p> <p>Date _____</p>
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**California Department of Public Health  
California COVID-19 Outreach and Rapid Deployment (CORD)  
Data Use Agreement**

This Agreement is made and entered into on June 2, 2021 by and between the California Department of Public Health (“CDPH”) and San Bernardino (“LHJ”) hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, as a public service, CDPH, the Labor and Workforce Development Agency, California Department of Social Services, and other State agencies, publish data, data tables, information, content, files, documents, and material on the California COVID-19 Outreach and Rapid Deployment (“CORD”) Platform;

WHEREAS, all data published on CORD is de-identified in accordance with the Data De-Identification Guidelines of the California Health and Human Services Agency and is provided “as is” and on an “as available” basis; and

WHEREAS, LHJ wishes to access, and CDPH wishes to provide access to CORD;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall provide LHJ with access to CORD, including the ability to upload and report outreach and education activities, conducted by the jurisdiction or their designee(s) using the form located at: <http://www.cord.report/>.
2. LHJ agrees to only use data obtained from CORD in a manner that has been approved by CDPH. This includes not altering any dashboards or other materials permissibly downloaded from CORD.
3. LHJ understands CORD may contain links to third-party sites, service providers, or features that are not owned or controlled by CDPH or any other California State Agency. Neither CDPH nor any other California State Agency is responsible or liable for any third-party sites, services, or features. Such links do not imply approval of the links’ destinations, warrant the accuracy of any information in those destinations, or constitute endorsement of the entities to whose sites the links are made, or the opinions expressed therein.
4. The Parties agree that CORD will not collect, store, or exchange any identifiable information.
5. LHJ agrees not to attempt to combine CORD data with other data in order to make such data identifiable.
6. LHJ understands that CDPH strives to provide accurate and current data through CORD, however, LHJ understands the information is provided “as is” and on an “as available” basis and CDPH cannot vouch for the accuracy or currency of the content. LHJ agrees to report either errors or omissions in the data, or abuse or misuse of the CORD platform by emailing [support@cacovidoutreach.supportsystem.com](mailto:support@cacovidoutreach.supportsystem.com) or creating a ticket at <https://www.cord.support>.

7. The Parties agree the Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not apply to either CORD or this Agreement and neither the LHJ nor CDPH shall constitute a "business associate" within the meaning of HIPAA with respect to one another for purposes of this Agreement.
8. 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 CORD data.
9. LHJ shall provide training on its obligations under this Agreement, at its own expense, to all workforce members who assist in the performance of obligations under this Agreement, or either use or disclosure of CORD data.
10. This Agreement begins on the date both on which both Parties have signed and continues until the earlier of (i) CDPH's decision to shut down CORD, or (ii) two (2) years. This Agreement automatically renews for subsequent one (1) year terms, unless either Party notifies the other Party of its intent not to renew, however in no event shall the term of this Agreement exceed ten (10) years.
11. CDPH reserves the right to immediately terminate LHJ's access to CORD if LHJ breaches a material term of this Agreement. Upon termination of access, CDPH will electronically send LHJ a notice explaining the cause for which their access was terminated. LHJ will be given an opportunity to cure the breach and if the LHJ is unable or unwilling to cure the breach, CDPH will terminate the Agreement immediately.
12. CDPH reserves the right to terminate this Agreement, without cause, upon twenty-four (24) hours' written notice.
13. This Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.
14. 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.
15. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
16. 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.

**CDPH**

*Tricia Blocher*

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Public Health Emergency Preparedness  
California Department of Public Health  
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MS 7002  
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6/23/2021

\_\_\_\_\_  
Date

**LHJ**



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Leonard Hernandez  
Chief Executive Officer  
County of San Bernardino  
385 North Arrowhead Ave, Fifth Floor  
San Bernardino, CA 92415-0120  
Leonard.Hernandez@cao.sbcounty.gov

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Date

6/14/2021