

Exhibit A – California Connected

California CONNECTED (hereinafter referred to as CalCONNECT) (includes both the CalCONNECT Transactional System and the CalCONNECT Data Warehouse) (hereinafter referenced as the CalCONNECT System) Exhibit, in conjunction with the Center for Infectious Diseases General Data Use and Disclosure Agreement (Agreement) sets forth the requirements CDPH and Recipient are obligated to follow. with respect to all CalCONNECT Data (as defined herein) Permission to collect, receive, use, and disclose CalCONNECT Data requires Recipient to agree to the Agreement and this Exhibit and all terms, conditions, and limitations of Recipient's collection, use, and disclosure of the CalCONNECT Data.

- I. **Background and Purpose:** The CalCONNECT System is an online database that maintains information, originally collected by local health departments, CDPH, or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions (CICR Diseases and Conditions). It was initially established in response to the 2020 worldwide outbreak of COVID-19 to aid CDPH to take measures as necessary to ascertain the nature of the disease and prevent its spread; and has since been expanded for use to collect information on any CICR Diseases and Conditions. The purpose of this database is to improve the efficiency of disease surveillance and response 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 Recipient and CDPH to maintain information from interviews with cases and contacts, which identify the individuals they have interacted with, collect their conditions and symptoms, and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures or medical treatment are necessary or appropriate. CalCONNECT is a system managed by CDPH and used by Recipient for surveillance, control and coordination of medical services related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions, which is accomplished by pulling pertinent information about an individual from other CDPH databases like CAIR and CalREDIE. The CalCONNECT Datawarehouse is an online database that stores information originally collected by local health departments, CDPH, or their agents, related to a CICRDC that permits local health departments to evaluate and assess how a specific CICRDC is affecting their jurisdiction and to assist them with providing timely measures to prevent the further spread of any disease.

- II. **Definitions:** For purposes of this Exhibit, the following definitions shall apply in addition to those set forth in the Agreement:
 - A. **CalCONNECT Data:** "CalCONNECT Data" means data in the CalCONNECT Transactional state-wide reportable disease database and CalCONNECT Data Warehouse supported and maintained by CDPH including demographic, epidemiologic (including clinical information, risk factor information, and laboratory test result information), as well as administrative information on Contagious, Infectious, Communicable or Reportable Diseases and Conditions collected for contact tracing, case investigation, and for examining the causes of the communicable diseases and conditions, to ascertain the nature of the disease or condition and to prevent its spread.
 1. CalCONNECT Data specifically includes information contained in or derived from the following:
 - a. 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.
 - b. Laboratory Test and Result information required by Title 17 of the CCR sections 2505 and 2641.5 - 2643.20.

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- c. 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 cases of the Contagious, Infectious, Communicable or Reportable Diseases and Conditions along with related immunization data.

2. CalCONNECT Activities may include the collection of:

- a. Demographic data of cases and contacts;
- b. Information obtained through interviews with cases and contacts, including but not limited to, self-reported health information, long term symptoms, 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
- c. Records of communications with cases and 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.

3. CalCONNECT Data specifically excludes the following information:

Mental health information unrelated to the Contagious, Infectious, Communicable or Reportable Diseases and Conditions being monitored.

Substance user disorder information provided by any 42 CFR Part 2 federally assisted program provider for the treatment of substance use disorders.

Health information for any minor under the age of 12 wherein parental consent has not been properly and legally obtained by the LHJ.

California Supplemental Pay Sick Leave ("CSPSL") aka "Backpay"

Religious beliefs, practices or observances which include moral or ethical beliefs and

Political, sociological or philosophical views affiliated with any individual.

III. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data: The legal authority for CDPH and Recipient to collect, use and disclose CalCONNECT Data include the following:

- 1. California Civil Code section 1798.24(i)
- 2. California Health and Safety Code section 101085
- 3. California Health and Safety Code section 120125
- 4. California Health and Safety Code section 120130
- 5. California Health and Safety Code section 120140
- 6. California Health and Safety Code sections 120175 & 120175.5
- 7. California Health and Safety Code sections 120500-120605
- 8. California Health and Safety Code sections 120975-121023
- 9. California Health and Safety Code sections 121025-121035
- 10. Title 17 Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 1, Reporting Sections:2500, and 2505
- 11. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 3.5, Reporting of HIV, Sub Article 4, Sections: 2641.5-2643.20

IV. Permitted Disclosures: Recipient acknowledges that once data is entered into the CalCONNECT system, Recipient and its Workforce Members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized disclosure. Recipient, and its Workforce Members and agents, shall

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not disclose any CalCONNECT Data for any purpose other than carrying out the Recipient's obligations under the statutes and regulations set forth in this Exhibit, or as otherwise allowed or required by state or federal law. When cases and contacts cross into another county's jurisdiction, Recipient is 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 Recipient's obligations under this Exhibit or as otherwise allowed or required by state or federal law. Requests for release of data through generated reports created by CDPH will be disclosed to Recipient when permissible. Otherwise, Recipient acknowledges the necessity of safeguarding the CalCONNECT Data in accordance with state and federal laws. Should unauthorized disclosures of CalCONNECT Data be confirmed by CDPH or the Recipient regarding one of its Workforce Members and agents, immediate access to the individual will be removed. All requests to reinstate the individual for access in the future will need to be made on a case-by-case basis to the CDPH Privacy Office for further consideration. Recipient also acknowledges that Syphilis Summary Reports and Tuberculosis Summary Reports may be pulled by CDPH from data collected by various counties throughout the State of California which may contain medical records regarding lab history, prior treatment, and diagnosis for an individual that extends beyond the scope of the current jurisdiction in which an individual may reside.

- V. Permitted Use: Recipient, and its Workforce Members and agents, shall safeguard the CalCONNECT Data to which they have access from unauthorized use. Recipient, and its Workforce Members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out Recipient's obligations under the laws and regulations set forth in this Exhibit or as otherwise allowed or required by state or federal law. Should unauthorized use of CalCONNECT Data be confirmed by CDPH or the Recipient regarding one of its Workforce Members and agents, immediate access to the individual will be removed. All requests to reinstate the individual for access in the future will need to be made on a case by case basis to the CDPH Privacy Office for further consideration.

- VI. Mandated Training: Recipient, shall ensure that all its Workforce Members and agents, have completed the mandatory trainings issued by CDPH on the proper handling of all CalCONNECT System Data prior to accessing the CalCONNECT Transactional System and the CalCONNECT Data Warehouse. Certifications of completion will continue to be issued by CDPH to Recipient Workforce Members and agents upon completion and Recipient should have all certifications available for review and confirmation of completion, if deemed necessary. Annual training will be required for each individual accessing the CalCONNECT System.

- VII. Restricted Disclosures and Uses: Recipient shall limit the access it provides to its Workforce Members and agents to the minimum necessary. Additionally, should Recipient determine a Workforce Member's duties require access to any CalREDIE or CalCONNECT Data related to HIV, Recipient is responsible for instructing the Workforce Member as to their responsibilities under the law. Recipient will have the Workforce Member sign the HIV Confidentiality Acknowledgement and then maintain a copy of the Acknowledgement in the Recipient's records, as well as provide a copy of the Acknowledgement to CDPH. Any other use is strictly prohibited. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Recipient's obligations under this Agreement or as otherwise allowed or required by state or federal law. Participant shall collect no more than the minimum amount of information necessary to perform its obligations as set forth in this Agreement. Further, should the Participant collect any CalCONNECT Data that may be protected by 42 CFR Part 2, a federal regulation that requires substance abuse disorder treatment providers to observe additional privacy and confidentiality restrictions with respect to patient records in the CalCONNECT system, they must adhere to those stringent privacy protections which are more restrictive than HIPAA. Any and all violations may be grounds for removal from use of CalCONNECT at the election of CDPH.

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- VIII.** Disclaimer: CDPH makes no warranty or representation that compliance by Recipient with this Exhibit will be adequate or satisfactory for Recipient's own purposes or that any information in Recipient's possession or control, or transmitted or received by Recipient, is or will be secure from unauthorized use or disclosure. Recipient is solely responsible for all decisions made by Recipient regarding the safeguarding of CalCONNECT Data.
- IX.** Contact Information: To direct communications to the other party regarding this Exhibit, CDPH or Recipient shall use the contact information below. The Parties reserve the right to make changes to the contact information below by verbal or written notice. Changes do not require an amendment to this Agreement.

CDPH Program Data Systems Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer and CDPH IT Service Desk
Ryan Murphy, PhD MPH Branch Chief, CalCONNECT Branch, Division of Communicable Disease Control, Center for Infectious Diseases, California Department of Public Health Email: Ryan.Murphy@cdph.ca.gov Phone: (510)-620-6718	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6300 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (800) 500-0016
Recipient Program Manager	Recipient Privacy Officer	Recipient Information Security Officer
Anne Carlisle, RN, PHN, MPH Manager of Communicable Disease Control and Prevention Santa Barbara County Health 345 Camino Del Remedio Santa Barbara, CA 93101 Email: ACarlisle@sbcphd.org Phone: 805 681-5280	June English M.P.H, M.A. CN-BA Privacy Officer Santa Barbara County Health 345 Camino del Remedio, Rm. 339 Santa Barbara, CA 93110 Email: JEnglish@sbcphd.org Phone: 805 681-4783	Carmen Quintanilla Computer Systems Specialist, Supervisor Santa Barbara County Health Information Technology 300 North San Antonio Road Santa Barbara, CA 93110 Email: CQuintanilla@sbcphd.org Phone: (805) 681-5434