

**State of California
California Correctional Health Care Services (CCHCS/CDCR)**

Non Redisclosure Agreement ("NRDA")

This NRDA is entered into this day June 27th, 2023 between CCHCS/CDCR (Discloser) and County of Lake, Behavioral Health Services Department, ("Individual") an individual providing services through a Memorandum of Understanding number _____ ("MOU") (between California Correctional Health Care Services (CCHCS/CDCR) and County of LAKE ("County") through the term of the Agreement.

WHEREAS, Discloser possesses certain information relating to CCHCS/CDCR that is confidential and proprietary to Discloser (hereinafter referred to as "confidential information"); and

WHEREAS, the Individual is willing to receive disclosure of the confidential information pursuant to the terms of this Agreement in performing duties for the purpose of assisting County in fulfilling its obligations under the MOU through access via a secure electronic file transfer site hosted by CCHCS/CDCR through the term of the above MOU.

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the County where Individual will access and use the confidential information as outlined in the MOU, the Individual understands and agrees to the following:

1. Disclosure. Discloser agrees to disclose and Individual agrees to receive confidential information while performing duties for the purpose of assisting the County in fulfilling its obligations under the MOU.

2. Confidentiality. All Individuals will comply with all federal and state privacy laws regarding personally identifiable information ("PII") and protected health information ("PHI"). Entrance to any CCHCS/CDCR facility requires Individual signature of this NRDA before being allowed access to any CCHCS/CDCR hosted website, server or file repository or commencing work. Failure to sign this NRDA is grounds for Individual to be refused issuance of access credentials (i.e. username and password), or refusal to commence work.

2.1 No Use. Individual agrees not to use the confidential information in any way, or to manufacture or test any content embodying confidential information, except for the purpose set forth above or by the MOU.

2.2 No Disclosure. Individual agrees to abide by all federal and state laws to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than other authorized Individuals (authorized

users identified and approved by the County in writing) or CDCR/CCHCS employees having a need for disclosure in connection with Individual's authorized use of the confidential information.

3. Limits on Confidential information. Confidential information shall not be deemed proprietary and the Individual shall have no obligation with respect to such information where the information:

3.1. Was known to Individual prior to receiving any of the confidential information from Discloser;

3.2. Has become publicly known through no wrongful act of Individual or others;

3.3. Was received by Individual without breach of this NRDA from a third party without restriction as to the use and disclosure of the confidential information;

3.4. Was independently developed by Individual without use of the confidential information; or

3.5. Was ordered to be publicly released by the requirement of an authorized government agency.

4. Ownership of Confidential information. Individual agrees that all confidential information shall remain the property of Discloser, and that Discloser may use such confidential information for any purpose without obligation to Individual. Nothing contained herein shall be construed as granting or implying any transfer to Individual of rights, patents, or other intellectual property protecting or relating to confidential information.

5. Term and Termination. The obligations of this NRDA shall continue for the duration of the MOU to which this NRDA was executed, and unless and until the confidential information disclosed to Individual is no longer confidential.

6. Survival of Rights and Obligations. This NRDA is binding and enforceable to and by (a) the Discloser, its successors, and assignees; and (b) Individual, its successors and assignees.

IN WITNESS WHEREOF, the undersigned Individual and CCHCS have executed this agreement effective as of the date above.

Signature: _____
Jessica Pyska, Chair
Lake County Board of Supervisors

Signature: _____
(CCHCS – Chief Privacy Officer)

Note to County Approver/Authorizer: This NRDA, once executed, shall be maintained with the MOU file and copies shall be made available and provided to CCHCS on request.

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