

NON-DISCLOSURE AND MUTUAL ASSISTANCE AGREEMENT

This Non-Disclosure and Mutual Assistance Agreement (“Agreement”) is made and entered into by and between Pacific Gas and Electric Company (“PG&E”), on the one hand, and the County of Tulare (“Recipient”), on the other hand, who jointly shall be referred to herein as the “Parties” and individually as a “Party.” This Agreement shall govern the use of certain confidential, customer information PG&E may provide to Recipient and mutual assistance between PG&E and Recipient in the use of such information.

RECITALS

WHEREAS, PG&E from time to time may notify representatives of the Tulare County that in response to evolving weather and potential extreme fire danger, PG&E may proactively shut off power for safety to some customers in portions of Tulare County;

WHEREAS, Recipient seeks customer information identifying the Medical Baseline customers on life support equipment and other critical essential non-residential customers who likely will be impacted by the shut off for the purpose of mutually supporting PG&E’s utility services and public emergency response services to such customers who may be subject to potential imminent threat to life or property or other emergency needs;

WHEREAS, PG&E may provide to Recipient Confidential Customer Information pursuant to a mutual assistance agreement governing the non-disclosure and use of confidential information;

WHEREAS, Recipient is willing to provide PG&E with information and mutual assistance regarding the status of such PG&E customers and public and utility services to such customers; and

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WHEREAS, PG&E and Recipient may mutually choose to expand the categories of events subject to this Agreement at their sole discretion pursuant to the modification process in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and intending to be legally bound, the Parties hereto agree and stipulate, by and through their counsel, as follows:

1. The purpose of this Agreement is to permit Recipient to receive and use confidential customer information identifying Medical Baseline customers on life support equipment and other critical essential customers in carrying out PG&E's and Recipient's emergency and public services functions, and to provide for Recipient to disclose to PG&E the status of such customers and provide other assistance to PG&E in carrying out its public utility emergency response and customer service functions;
2. Definitions. For the purposes of this Agreement:
 - a. The term "proactively shut off power" or "shut off" refers to PG&E's Public Safety Power Shutoff (PSPS) program.
 - b. The term "Medical Baseline" means a PG&E financial assistance program for residential customers who have special energy needs due to certain qualifying medical conditions.
 - c. The term "critical essential customer" means those non-residential customers identified by PG&E or CPUC-defined processes as critical/essential customers pursuant to the mutual exchange of information between PG&E and Recipient under this Agreement.
 - d. The term "life support equipment" means a medical device to sustain life as defined by PG&E at https://www.pge.com/en_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/medical-condition-related/medical-baseline-allowance/life-support-equipment.page.

- e. The term “Confidential Customer Information” means all personally identifying information and medical information related to Medical Baseline customers and critical essential customers, including, but not limited to, name, address, phone number, e-mail, and medical condition.
 - f. The term “Non-Disclosure Certificate” shall mean the certificate attached hereto as Exhibit I by which those non-employees of Recipient to whom Recipient proposes to grant access to Confidential Customer Information and who have been expressly approved by PG&E to be provided such access, including without limitation the non-employee agents, contractors and representatives of Recipient, shall certify their understanding that such access to Confidential Customer Information is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Recipient, by and through Recipient’s authorized representative, will execute the Non-Disclosure Certificate, and provide it as well as the executed Non-Disclosure Certificate of those persons who have been approved for access by PG&E and granted access to such information, to PG&E with this executed Agreement.
3. A copy of this Agreement executed by Recipient and all Non-Disclosure Certificates shall be provided to PG&E before disclosure of any Confidential Customer Information to Recipient. Recipient and any other person and entity provided access to Confidential Customer Information under this Agreement agree to maintain and use any Confidential Customer Information disclosed under the terms of this Agreement in strict accordance with the terms of this Agreement and all applicable consumer and medical privacy laws, and only for the purpose set forth in Paragraph I.

4. Recipient shall immediately notify PG&E in writing of any unauthorized access or disclosure of the Confidential Customer Information.
 - a. Recipient shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Customer Information to prevent recurrence and to return to PG&E any copies.
 - b. Recipient shall investigate such breach or potential breach, and shall inform PG&E in the most expeditious time possible and without reasonable delay, in writing, of the results of such investigation, and assist PG&E (at Recipient's sole cost and expense) in maintaining the confidentiality of such Confidential Customer Information.
 - c. If requested in writing by PG&E, Recipient will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by PG&E and in a form as specifically approved in writing by PG&E. In addition, in no event shall Recipient issue or permit to be issued any public statements regarding the security breach involving the Confidential Customer Information unless PG&E requests Recipient to do so in writing.
5. In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of Confidential Customer Information, Recipient or counsel for the Recipient shall notify PG&E immediately upon receipt thereof to facilitate PG&E's efforts to prevent such disclosure, or otherwise preserve the confidentiality of Confidential Customer Information. Recipient shall not be in violation of the Agreement if Recipient complies with an order of such court or governmental authority to disclose Confidential Information, after PG&E has sought to maintain the confidentiality of such information as provided herein, or has notified Recipient in writing that it will take no action to maintain such confidentiality.

6. If requested in writing to return the Confidential Customer Information to PG&E, Recipient shall, within fifteen days of such request, undertake to return Confidential Customer Information to PG&E, or shall destroy the materials. To the extent Confidential Information is not returned or destroyed, it shall remain subject to the Agreement.
7. Recipient agrees that PG&E is the sole owner of the Confidential Customer Information, and that no license in any rights, express or implied, is offered or granted by PG&E by the disclosure of the Confidential Customer Information to Recipient, other than for the purpose stated in Paragraph 1.
8. All Confidential Customer Information shall be maintained by Recipient, Recipient's legal counsel, and other persons and entities provided access to such information under this Agreement, in a secure place. Recipient shall implement reasonable administrative, technical and physical safeguards to protect the Confidential Customer Information from unauthorized access, use, destruction, modification or disclosure. Reasonable administrative, technical and physical safeguards include, without limitation, the following:
 - a. password protected workstations at Recipient's premises, any premises where work or services are being performed, and any premises of any person who has access to such Confidential Customer Information;
 - b. encryption in transit and at rest of the Confidential Customer Information;
 - c. measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Customer Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and

- establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between Recipient and PG&E;
- d. at the termination of any event subject to disclosure of Confidential Customer Information, destruction or deletion of all Confidential Customer Information disclosed to Recipient for purposes of mutual assistance during the event, and documentation provided to PG&E demonstrating such destruction or deletion;
- e. In the event PG&E determines Recipient has not complied with security measures, PG&E shall provide written notice to Recipient describing the deficiencies. Recipient shall then have sixty (60) calendar days to cure. If Recipient has not cured the deficiencies within sixty (60) calendar days, PG&E may terminate this Agreement.
9. Confidential Customer Information shall be treated as confidential by Recipient and by persons and entities provided access to such information under this Agreement in accordance with the certificate executed pursuant to Paragraph 10. Confidential Customer Information shall not be used except as necessary for the purpose set forth in Paragraph 1, nor shall it be disclosed in any manner to any person except those who need to know the information in order to carry out the purpose of this Agreement under Paragraph 1. Reviewing Representatives may make copies of Confidential Customer Information, but such copies become Confidential Customer Information.
10. Recipient and PG&E agree that Confidential Customer Information provided to Recipient pursuant to this Agreement is exempt from production under the California Public Records Act, Cal. Gov't Code Sections 6250, *et seq.*, under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), and/or 6255(a), and Recipient agrees to withhold production of such materials unless ordered to do so by a court of competent jurisdiction as provided in Paragraph 5. Under this Agreement, Recipient agrees to

comply with all applicable laws, regulations and orders related to the protection of customer privacy.

11. All Confidential Customer Information disclosed under this Agreement is provided “as is, with all faults.” PG&E expressly disclaims all warranties and conditions of any kind, express or implied, regarding the accuracy, completeness, intended use, improper use or release, or other attributes of the Confidential Customer Information disclosed hereunder.
12. None of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Customer Information. The Parties agree that, in addition to whatever other remedies may be available to a Party under applicable law, a Party shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by any other Party. In the event of any action or proceeding instituted by either Party in connection with this Paragraph, the prevailing party shall be entitled to seek recovery of all of its costs and expenses, including reasonable attorney’s fees, incurred in connection with that action or proceeding.
13. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws.
14. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement shall remain in full force and effect.
15. This Agreement may be executed and amended in two or more counterparts, all of which shall be considered one and the same Agreement. PG&E and Recipient may mutually agree by email or other electronic or written documentation in counterparts to amend this Agreement to expand the categories of events subject to this Agreement at their sole discretion.

IN WITNESS WHEREOF the Parties execute this Agreement, by and through their counsel, as of the latest date set forth below.

Dated: _____

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Dated: July 30, 2019

County of Tulare

By: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
By: [Signature]
Deputy
Matter NO 20191120

Exhibit 1
NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Customer Information is provided to me pursuant to the terms and restrictions of the Non-Disclosure and Use Agreement (“Agreement”) between Pacific Gas & Electric Company (“PG&E”) and the County of Tulare (“Recipient”) executed to permit Recipient to receive and use Confidential Customer Information, as that terms is defined in Paragraph 2(e) of the Agreement, for the sole purpose of carrying out Recipient’s emergency services functions. I have been given a copy of, and have read the Agreement, and that I agree to be bound by it. I understand that any notes, memoranda, correspondence, or any other form of information that copies or discloses Confidential Customer Information shall not be disclosed to anyone other than in accordance with that Agreement, the terms and conditions of which are fully incorporated into this Non-Disclosure Certificate.

By: _____

Printer Name: _____

Title: _____

Representing: _____

Date: _____

NON-DISCLOSURE CERTIFICATE