

Contract # _____

**Memorandum of Understanding between the California Department of Public Health
and the County of Santa Barbara
for Emergency Medical and Health Disaster Assistance relating to
Case Investigation and Contact Tracing in Santa Barbara County for COVID-19**

This Agreement, dated for reference purposes July 20, 2020 is made and entered into by and between the County of Santa Barbara (“County”) and the State of California Department of Public Health (“CDPH”), hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, California Governor Gavin Newsom issued a Proclamation of a State of Emergency on March 4, 2020 based on the spread of the COVID-19 pandemic; and the County proclaimed a local emergency and a local health emergency on March 12, 2020, which were ratified by its Board of Supervisors on March 12, 2020; and those emergency declarations remain in effect based on ongoing emergency conditions relating to COVID-19; and

WHEREAS, the State of California (“State”) identified State employees for redirection to assist local public health jurisdictions with contact tracing efforts, and these State employees were mission-tasked to perform contact tracing work as Disaster Service Workers (“DSW”) for the State, as defined in the California Government Code, Sections 3101, 8628, and 8595; and

WHEREAS, CDPH, the lead department for the California Connected program, a State program, is responsible for the deployment of State DSW to counties and municipalities to perform contact tracing work to support the State’s response to the COVID-19 pandemic; and

WHEREAS, on June 29, 2020, the County, through its Medical Health Operational Area Coordinator, submitted a request to CDPH for 30 State employees to assist the County with critically needed case investigation and contact tracing (“CICT”) efforts within Santa Barbara County to contain the spread of COVID-19, and the County desires for CDPH to deploy State employees for this purpose through the State’s mutual aid system, free of charge;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall assign up to thirty (30) State employees (“State CICT Personnel”) to assist the County with CICT work, as required to meet the County’s needs. The term of this Agreement shall be from July 20, 2020 to January 19, 2021. The timing and duration of deployment of State CICT Personnel shall be by mutual written agreement between the County and CDPH. State CICT Personnel may be assigned to the County from any State agency. Should State CICT Personnel be deployed for CICT work for County prior to execution of this Agreement, all items stated in this Agreement shall apply as of the earliest date the State CICT Personnel are deployed.

2. At any time during the term of this Agreement, CDPH reserves the right to remove any State CICT Personnel assigned to the County in order to respond quickly to emergent COVID-19 outbreaks in other counties, or for any other reason. In the event CDPH decides to remove any State CICT Personnel, CDPH shall provide fourteen (14) calendar days of prior written notification to the County via the contact information listed in Section 11 of this Agreement. However, CDPH may remove all State CICT Personnel without prior written notice to the County in the event the County allows State CICT Personnel to access a County System without written approval from CDPH, as defined in Section 9, or in the event the County assigns State CICT Personnel to case investigation work without written approval from CDPH, as defined in Section 8.
3. State CICT Personnel shall remain employees of the State of California, with no impact on their salaries, benefits, or state service credits. This Agreement shall not establish any joint employer relationship between CDPH and the County nor any employment relationship between the State CICT Personnel and the County for any purposes, including, but not limited to, the application of the Fair Labor Standards Act, California Labor Code and Wage Orders; Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income; the Workers' Compensation Insurance Code; 401(k), pension, health, or other fringe or employee benefits; or third-party liability claims. Each Party shall indemnify and hold harmless the other party for any claims raised by the Party's employees, contractors, or volunteers for claims for wages, income, or other employee benefits.
4. The State shall retain sole responsibility to provide the wages and benefits of the State CICT Personnel, including accurate timekeeping and payroll, which CDPH shall ensure by providing the pre-deployment State agencies and State supervisors of the State CICT Personnel with completed timesheets for their respective State CICT Personnel. State CICT Personnel services shall be provided to the County at no cost to the County. Each Party shall bear and be solely responsible for its own costs and expenses necessary to its own compliance with this Agreement.
5. The State shall retain responsibility for providing office space, equipment, and supplies to the State CICT Personnel, and CDPH shall retain responsibility for training and supervising the State CICT Personnel for the purpose of providing CICT services to the County. State CICT Personnel have received and will abide by State anti-harassment and anti-discrimination laws. The County may add localized workflows to existing CDPH scripts and shall provide training and support to State CICT Personnel on any such localized workflows. The County shall also provide the State CICT Personnel with any required County-specific trainings, and CDPH shall make the State CICT Personnel available for that purpose.

6. The County reserves the right to immediately remove any State CICT Personnel from performing the County's CICT work for any reason. In the event the County decides to remove any State CICT Personnel, the County shall provide notice to CDPH via the contact information listed in Section 11 of this Agreement.
7. The Parties shall collaborate and jointly establish a process for the scheduling of work shifts for the State CICT Personnel.
8. State CICT Personnel will be assigned to the County to perform case investigation and contact tracing work. The County may identify State CICT Personnel assigned to perform contact tracing work to perform case investigator work as well. Due to the complexity of case investigation as compared to contact tracing, the written approval of both Parties is required for assignment of each individual State CICT Personnel to the role of case investigator. State CICT Personnel shall complete case investigator training before performing case investigator work for the County and training may be provided either through the Virtual Training Academy (a total of four (4) additional training hours above the contact tracing training provided to all State CICT Personnel) or by the County. The County agrees to provide mentorship of newly trained case investigator State CICT Personnel by County case investigator staff as appropriate, including all State CICT Personnel work in the California Confidential Network for Contact Tracing ("CalCONNECT") and California Reportable Disease Information Exchange ("CalREDIE") systems. The County may make a request to CDPH for CalREDIE access for State CICT Personnel who work as case investigators and State CICT Personnel shall not access CalREDIE without written approval from CDPH.
9. All work performed by State CICT Personnel assigned to the County shall be conducted within the CalCONNECT system. If the County is using a tool, solution or system for CICT ("County System") instead of, or to augment the CalCONNECT system, then the County may propose to CDPH that State CICT Personnel use a County System to perform CICT work. CDPH shall review such a proposal on a case-by-case basis and inform County in writing of its decision. The County's proposal shall provide details on the technology to be used by State CICT Personnel including a description of the County System and the mechanism to provide remote access to CICT Personnel, the information security and privacy policies applicable to the County System, and the training, support, and quality assurance that County will provide to State CICT Personnel to ensure successful adoption of the County System. State CICT Personnel shall not access a County System without written approval from CDPH. State CICT Personnel shall complete training on a County System before performing CICT work for the County in that County System and training shall be provided by the County.

The County may make a request to CDPH for CalREDIE access for State CICT Personnel who use a County System and State CICT Personnel shall not access CalREDIE without written approval from CDPH.

10. CDPH shall comply with all confidentiality obligations under federal and state laws, including but not limited to the California Code of Regulations, Title 17, Section 2502, Subdivision (f), as applicable.
11. Either Party to this Agreement may terminate its participation in this Agreement for any reason by providing thirty (30) calendar days' advance written notice to the other Party, sent to:

For the County:

Nancy Silha, RN
Santa Barbara Public Health Dept.
300 N. San Antonio Rd
Santa Barbara, CA. 93110
Nancy Silha, RN

For CDPH:

April Fernandez
CA Department of Public Health
CA COVID-19 Response Team
5353 Mission Center Dr.
San Diego, CA 92108
April.Fernandez@cdph.ca.gov

12. Each Party shall indemnify, defend, and hold harmless the other Party and its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Party and/or its agents, employees or sub-contractors, including but not limited to any claim based on or arising out of any unauthorized disclosure of Confidential Information by the Party and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the other Party. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for each Party. Each Party shall reimburse the other Party for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which a Party contests its obligation to indemnify, defend and/or hold harmless the other Party under this Agreement and does not prevail in that contest.
13. Each Party shall maintain general liability insurance and workers' compensation insurance, or self-insurance, and may be required to provide the other Party with satisfactory evidence of such coverage or self-insurance. Neither Party shall provide individual coverage for the other Party's employees nor be responsible for accepted claims of the other Party's employees, with each Party being responsible for coverage of its own employees. Each Party shall immediately provide proof of insurance or self-insurance, including Workers' Compensation and General Liability, covering its employees, upon request of the other Party.
14. The 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.

15. 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.
16. Ownership, use and disclosure of any data associated with performance of this Agreement shall be governed by the California COVID-19 Contact Tracing Data Management System (DMS) Data Use And Disclosure Agreement between the County Public Health Department and CDPH, executed on May 21, 2020.
17. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
18. 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.

(Signatures on following pages)

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.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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.

**STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH**

Angela Salas
Chief
Contract Management Services Section

Date