

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 January 09, 2021, 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”), 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 County of Santa Barbara to contain the spread of COVID-19, and the County and CDPH mutually wish 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. The number of State CICT Personnel deployed at any given time shall be the number needed to meet the County’s current needs. The term of this Agreement shall be from January 09, 2021 to June 30, 2021 (“Term”).
2. The timing and duration of deployment of State CICT Personnel shall be by mutual written agreement between the County and CDPH and deployment may end prior to the end of the Term. State CICT Personnel may be assigned to the County from any State agency.

3. 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. At any time during the Term of this Agreement, CDPH reserves the right to provide a replacement for any State CICT Personnel deployed to a County, at its sole and absolute discretion. In the event CDPH decides to remove and/or replace any State CICT Personnel, CDPH shall provide fourteen (14) calendar days of prior written notice to the County via the contact information listed in Section 13 of this Agreement. However, CDPH may remove any State CICT Personnel without prior written notice to the County in the event the County assigns State CICT Personnel to case investigation work without written approval from CDPH, as defined in Section 9, or in the event the County allows State CICT Personnel to access a County System without written approval from CDPH, as defined in Section 10, or to address a personnel issue with State CICT Personnel, such as unplanned medical leave or leave of absence. CDPH shall make a good faith effort to provide notice to the County prior to the removal or replacement of State CICT Personnel when prior written notice is not required.
4. 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.
5. 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.
6. 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.

7. 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 13 of this Agreement.
8. The Parties shall collaborate and jointly establish a process for the scheduling of work shifts for the State CICT Personnel. The County shall not make changes to State CICT Personnel work schedules without prior approval from CDPH Human Resources Department. State CICT Personnel are not allowed to work overtime hours unless the overtime hours are pre-approved by their state supervisor.
9. State CICT Personnel will be assigned to the County to perform case investigation or contact tracing work. The County may request State CICT Personnel assigned to perform contact tracing work be reassigned to perform case investigator work. Due to the difference in responsibilities of the case investigation and contact tracing roles, 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 one-on-one mentorship of newly trained case investigator State CICT Personnel by advanced communicable disease investigator County 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.
10. 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 the 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 the 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.

11. County shall ensure that all State CICT Personnel, excluding state supervisors, receive work assignments that are equivalent to a full-time workload. The term “full-time workload” means forty (40) hours of work per week. If a full-time State CICT Personnel’s workload is significantly below forty (40) hours in any workweek, the County shall assign additional duties to impacted State CICT Personnel. Additional duties shall be limited to activities related to preventing the spread of COVID-19 and in accordance with the Case Investigator Job Description and Contact Tracer Job Description attached to this Agreement as Attachment A. County shall communicate with State CICT Personnel state supervisors about all State CICT Personnel work assignments and any changes to work assignments. Parties shall meet and confer about the removal of any State CICT Personnel whose workload is significantly below a full-time workload for two consecutive workweeks. This meet and confer shall occur within seven (7) calendar days.
12. CDPH shall comply with all confidentiality obligations under federal and state law, including but not limited to California Code of Regulations, Title 17, Section 2502, Subdivision (f), as applicable.
13. 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, and must be sent to:

For the County:

Nancy Silha
Health Services Director
Santa Barbara Public Health Dept
300 N. San Antonio Rd
Santa Barbara, CA 93110
nancy.silha@sbcphd.org

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

14. 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.

15. 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.
16. 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.
17. 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.
18. Ownership, use and disclosure of any data associated with performance of this Agreement shall be governed by the CalCONNECT System for California Connected Data Use And Disclosure Agreement between the County of Santa Barbara and CDPH, executed on May 20, 2020.
19. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
20. 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.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Bob Nelson

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



Case Investigator

Contact tracing, a core disease control measure employed by local and state health department personnel for decades, is a **key strategy for preventing further spread of COVID-19**.

A comprehensive contact tracing program involves a multi-step process including five primary steps that are performed by two critical staffing roles (case investigators and contact tracers):

- 1) Identification of the infected person (“the case”);
- 2) Case isolation and interview (including contact elicitation);
- 3) Daily ongoing check-ins with cases to monitor for worsening of symptoms during isolation;
- 4) Notification of exposed contacts, symptom assessment, and quarantine; and
- 5) Daily check-ins with contacts to monitor for symptom development and determination of need for testing during quarantine.

To expeditiously enhance the workforce capacity and hone knowledge and skills to conduct the intervention, the Case Investigator position will focus on those activities involving the identification of the infection person (“the case”), specifically focusing on Steps 1 thru 3 listed above. The case investigator will work closely with a team of contact tracers who will notify the case’s exposed contacts, conduct symptom assessments and perform daily monitoring.

The case investigator will be under the direction of [the local health department](#) and will work in partnership with other members of investigation teams in both state and local health departments.

Position Summary:

The **Case Investigator** conducts communicable disease interventions at the individual level – interacting with persons known or suspected of having COVID-19. Incumbents will attend a required online training provided by the state to gain required knowledge and skills to become proficient at case investigation activities. The incumbent will be assigned to assist a local health department to conduct activities to prevent and control disease transmission by ensuring that people who have been diagnosed with COVID-19 are promptly isolated and treated. The case investigator will conduct virtual/telephonic investigations to identify contacts needing follow-up. Dialogue with COVID-19 case patients will be guided by standard protocols. The case investigator will maintain confidentiality of sensitive personal and protected health information at all times.

Essential Functions:

- ▶ Act as the primary point of contact to notify individuals with a positive diagnostic test for COVID-19; provide education about the disease, provide support, and gather information from the case.
- ▶ Conduct interviews of a highly personal nature.
- ▶ Gain confidence and establish rapport with individuals who may be difficult-to-reach and people of varied cultures, races/ethnicities, languages, socioeconomic status, sexual orientations, religious beliefs, migration status, and abilities.
- ▶ Coordinate and triage steps for care and isolation.
- ▶ Ensure the protection of individual confidentiality; communicate to the case the importance of confidentiality.
- ▶ Refer cases and their families to various supportive services.

- ▶ Collect and enter case information into an online surveillance system, including demographics; medical conditions and other risk factors; and descriptions of household, work and social environments.
- ▶ Collaborate with local health departments to facilitate the transfer of demographic and locating information for individuals who require medical follow-up or support services.
- ▶ Track and report daily and weekly progress.
- ▶ Utilize a personal computer with a Microsoft Windows operating system; use Microsoft Office applications and other database systems or applications.
- ▶ Provide extensive documentation of activities conducted and communications with exposed persons.
- ▶ Support local health departments by triaging inquiries regarding COVID exposures and outbreaks:
 - ▶ Provide basic information regarding local resources.
 - ▶ Follow LHD communication protocols
 - ▶ Provide basic information regarding local resources
 - ▶ Route questions to subject matter experts, as needed.
 - ▶ Utilize local and state data platforms to provide informed responses regarding impacted individuals.
 - ▶ Enter and update information in local and state data platforms related to exposure events or outbreaks.

Knowledge, Skills, and Abilities Necessary to Perform the Job:

- ▶ Gain confidence of and establish rapport with individuals from various ethnic/cultural backgrounds
- ▶ Conduct interviews of a highly personal nature, in a culturally competent manner, using effective interviewing techniques
- ▶ Communicate with contacts in a professional and empathetic manner
- ▶ Critical thinking skills
- ▶ Prepare and maintain confidential records and reports
- ▶ Ability to use sound judgment in responding to issues and concerns
- ▶ Maintain patient confidentiality during investigations
- ▶ Problem solving skills
- ▶ Work efficiencies (e.g., multitasking, time management, prioritization, organization)
- ▶ Work effectively with all levels of staff, establishing/maintaining collaborative professional relationships
- ▶ Adapt to changing environments
- ▶ Maintain daily contact with supervisor

Minimum Qualifications:

- ▶ High school diploma or General Education Development (GED) equivalent
- ▶ Excellent interpersonal skills and ability to interact professionally with culturally diverse individuals
- ▶ Complete required online state training
- ▶ Ability to read, write, and speak in English
- ▶ Ability to exhibit a professional, positive attitude and work ethic
- ▶ Excellent organization and communication skills
- ▶ Ability to show empathy to affected individuals

- ▶ Possess critical thinking and utilize sound judgment
- ▶ Ability to handle confidential information with discretion and professionalism
- ▶ Proficiency with use of computers (desktop, laptop, iPad)
- ▶ Proficiency with use of mobile devices (cell phones, apps)

Desirable Qualifications:

- ▶ Bachelor's degree or higher from an accredited college or university
- ▶ Bilingual skills
- ▶ Experience with health education, community outreach, linkage to care, or other public health services



Contact Tracer

Contact tracing, a core disease control measure employed by local and state health department personnel for decades, is a **key strategy for preventing further spread of COVID-19**.

A comprehensive contact tracing program involves a multi-step process including five primary steps that are performed by two critical staffing roles (case investigators and contact tracers):

- 1) Identification of the infected person (“the case”);
- 2) Case isolation and interview (including contact elicitation);
- 3) Daily ongoing check-ins with cases to monitor for worsening of symptoms during isolation;
- 4) Notification of exposed contacts, symptom assessment, and quarantine; and
- 5) Daily check-ins with contacts to monitor for symptom development and determination of need for testing during quarantine.

To expeditiously enhance the workforce capacity and hone knowledge and skills to conduct the intervention, the Contact Tracer position will focus on those activities involving the individual exposed to COVID-19 (“the contact”), specifically focusing on Steps 4 and 5 listed above.

The contact tracer will be under the direction of [the local health department](#) and will work in partnership with state and local health departments, in the notification of individuals who have been exposed to disease and linkage to health care and other essential support services.

Position Summary:

A **Contact Tracer** provides support to public health departments in the prevention of the spread of COVID-19. Incumbents will attend a required online training provided by the state to communicate with persons exposed to COVID-19 (contacts) by notifying them of exposure and informing them of quarantine recommendations. Dialogue with contacts will be guided by standard protocols. The contact tracer will maintain confidentiality of sensitive personal and protected health information, at all times.

Essential Functions:

- ▶ Initiate communication with individual exposed to COVID-19 using various methodologies (e.g., phone, text, etc.).
- ▶ Verify the individual’s identity during initial communications, and prior to disclosing confidential information. Ensure and promote a confidential and comfortable environment for client communications.
- ▶ Notify the individual of exposure to COVID-19, by using a script to report disease transmission, risk and other relevant health information. Inform individuals of the importance of seeking care and refer them to the appropriate community or medical resources.
- ▶ Enter case information for data collection including but not limited to demographics, medical conditions and other risk factors, descriptions of household, work and social environments based on script guidance.
- ▶ Identify individual’s barriers to needed interventions and/or coordinate solutions to those barriers.
- ▶ Collaborate with local health departments to facilitate the transfer of demographic and locating information for those persons who require medical follow-up or social support services, as determined by the protocol.
- ▶ Conduct daily monitoring during quarantine through an electronic system that will report temperature checks, signs/symptoms---via app or other designated method. Facilitate referrals to local health department staff for those contacts who become symptomatic.
- ▶ Utilize a personal computer with Microsoft Windows operating system and use Microsoft Office applications, and other data base systems or applications on a daily basis. Incumbents will document activities conducted and communications with exposed persons, in a timely manner per protocols.

- ▶ Support local health departments by triaging inquiries regarding COVID exposures and outbreaks:
 - ▶ Provide basic information regarding local resources.
 - ▶ Follow LHD communication protocols
 - ▶ Provide basic information regarding local resources
 - ▶ Route questions to subject matter experts, as needed.
 - ▶ Utilize local and state data platforms to provide informed responses regarding impacted individuals.
 - ▶ Enter and update information in local and state data platforms related to exposure events or outbreaks.

Knowledge, Skills, and Abilities Necessary to Perform the Job:

- ▶ Ethical and professional conduct
- ▶ Cultural competency
- ▶ Critical thinking skills
- ▶ Problem solving skills
- ▶ Data collection and entry skills
- ▶ Ability to adapt to changing environments
- ▶ Good verbal and written interpersonal communication, including active listening skills
- ▶ Ability to work effectively with all levels of staff, establishing and maintaining collaborative professional relationships
- ▶ Work efficiencies (e.g., multitasking, time management, prioritization, organization)
- ▶ Ability to use discretion and maintain confidentiality
- ▶ Ability to use sound judgment in responding to issues and concerns
- ▶ Communicate with contacts in a professional and empathetic manner
- ▶ Maintain daily contact with supervisor

Minimum Qualifications:

- ▶ High school diploma or General Education Development (GED) equivalent
- ▶ Complete required online state training
- ▶ Ability to read and write in English
- ▶ Proficiency with use of computers (desktop, laptop, iPad)
- ▶ Proficiency with use of mobile devices (cell phones, apps)
- ▶ Excellent interpersonal skills required and ability to interact professionally with culturally diverse individuals
- ▶ Ability to show empathy to affected individuals
- ▶ Excellent organization and communication skills
- ▶ Possess critical thinking and utilize sound judgment
- ▶ Ability to handle confidential information with discretion and professionalism

Desirable Qualifications:

- ▶ Bachelor's degree or higher from an accredited college or university
- ▶ Experience with health education, community outreach, linkage to care, or other public health services