

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

This First Amendment (“Amendment”), dated for reference purposes March 1, 2021, is made and entered into by and between the County of Humboldt (“County”) and the California Department of Public Health (“CDPH”), hereinafter jointly referred to as “Parties” and each individually as a “Party.”

WHEREAS, the Parties entered into a Memorandum of Understanding (“MOU”) to deploy State of California (“State”) employees, through the State’s mutual aid system, to assist the County with investigation and contact tracing efforts to contain the spread of COVID-19, and the MOU is dated for reference purposes November 10, 2020 and assigned State contract number 20-10769

WHEREAS, the Parties desire to amend the MOU in accordance with the amendment provision in Section 14 of the MOU;

NOW THEREFORE, Parties agree to amend the MOU as follows:

- I. Amendment to Sections 1 through 18. The sections are hereby deleted in their entirety and replaced with the following:
 1. **CDPH shall assign up to (50) State employees (“State CICT Personnel”) to assist the County with CICT work and/or COVID-19 vaccination distribution and support (“Vaccination Program”) 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 November 10, 2020 to December 31, 2021 (“Term”). However, the Term shall end on June 30, 2021 unless Governor Newsom approves the redirection of State CICT Personnel in the California Connected program beyond that date.**
 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 14 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 and Vaccination Program services to the County. 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 or Vaccination Program 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 14 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. 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 CICT 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 or vaccination for COVID-19. Additional duties shall be in accordance with the Case Investigator Job Description and Contact Tracer Job Description attached to this Agreement as Attachment A and with the terms of this Agreement. 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. The County may assign any State CICT Personnel to Vaccination Program work on or after March 2, 2021. State CICT Personnel shall cease all Vaccination Program work no later than April 9, 2021 or a later date if an extension is requested by the County and approved by CDPH in writing in advance. Vaccination Program job duties must be related to the COVID-19 vaccine distribution effort and can include vaccination appointment scheduling, coordination of vaccine distribution to providers, communication support (e.g., with the public, providers, other partners), and data entry. All duties shall be performed remotely. The County shall provide the State CICT Personnel with training prior to assignment of Vaccination Program work, and CDPH shall make the State CICT Personnel available for that purpose. The County shall inform CDPH in writing no later than three business days after any State CICT Personnel have been assigned to Vaccination Program work and shall provide the following information for each staff person: name, date of assignment, and job duties. The County may propose to CDPH that State CICT Personnel use a County System to perform Vaccination Program work and the requirements for State CICT Personnel access to a County System in Section 10 shall apply.

13. 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.

14. 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:

<u>For the County:</u>	<u>For CDPH:</u>
<u>Michelle Stephens, Director or</u>	<u>April Fernandez</u>
<u>Lara Weiss, Deputy Director</u>	<u>CA Department of Public Health</u>
<u>Humboldt County DHHS–Public Health</u>	<u>CA COVID-19 Response Team</u>
<u>529 I Street</u>	<u>5353 Mission Center Dr.</u>
<u>Eureka, CA 95501</u>	<u>San Diego, CA 92108</u>
	<u>April.Fernandez@cdph.ca.gov</u>

15. 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.

16. 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.

17. 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.

18. 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.
19. 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 Public Health Department and CDPH, executed on October 8, 2020.
20. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
21. 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.

II. Pursuant to the terms of the MOU, the MOU is hereby amended to reflect the modifications listed in this Amendment. Except as provided herein, all terms and conditions of the MOU shall remain unchanged and in full force and effect.

III. The Effective Date for this Amendment shall be March 2, 2021.

IN WITNESS WHEREOF, each Party has caused this Amendment to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

COUNTY OF HUMBOLDT

CALIFORNIA DEPARTMENT OF
PUBLIC HEALTH



03/01/2021

Michele Stephens
Director

Date

for

 3/2/21

Angela Salas

Date

Chief Joseph Torrez
Contract Management Services Section