

**AGREEMENT TO MODIFY**  
**the Memorandum of Understanding between the**  
**California Department of Public Health and the County of San Bernardino**  
**for Emergency Medical and Health Disaster San Bernardino County for COVID-19**

This Agreement to Modify (“Agreement”), dated for reference purposes July 21, 2020, is made and entered into by and between the County of San Bernardino (“County”) and the State of 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 June 26, 2020 and assigned State contract number 19-11178;

WHEREAS, the Parties desire to amend the MOU in accordance with the amendment provision in Section 12 of the MOU;

NOW THEREFORE, it is agreed to modify the MOU as follows:

1. Change to Section 1. The first sentence is changed to: CDPH shall assign up to Fifty-Five (55) State employees (“State CICT Personnel”) to assist the County with CICT work, as required to meet the County’s needs.
2. Change to Section 2. Add the following sentence: However, CDPH may remove all 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 19, or in the event the County allows State CICT Personnel to access a County System without written approval from CDPH, as defined in Section 20.
3. Add new Section 19: State CICT Personnel will be assigned to the County to perform contact tracing work. The County may identify State CICT Personnel to perform case investigator work. 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 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.

4. Add new Section 20: 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.

5. Pursuant to the terms of the MOU, the MOU is hereby modified to reflect the changes listed in this Agreement. Except as provided herein, all terms and conditions of the MOU, as heretofore changed, shall remain unchanged and in full force and effect.
6. The effective date of this Agreement shall be the date this Agreement is fully executed 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.

**COUNTY OF SAN BERNARDINO**

**STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC HEALTH**

\_\_\_\_\_  
[Curt Hagman] Date  
[Chairman, Board of Supervisors]

\_\_\_\_\_  
Angela Salas Date  
Chief  
Contract Management Services Section