

Original

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-582

SAP Number

N/A

Department of Public Health

Department Contract Representative
Telephone Number

Michael Shin, HS Contracts
 (909) 386-8146

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

California Department of Public Health
 April Fernandez
 (619) 518 - 9855
 June 26, 2020 – December 26, 2020
 Non-Financial
 \$0
 \$0
 N/A

Briefly describe the general nature of the contract:

Non-financial Agreement (State Agreement No. 19-11178) with the California Department of Public Health (CDPH) for Emergency Medical and Health Disaster Assistance relating to Case Investigation and Contact Tracing in San Bernardino County for COVID-19, for the period of June 26, 2020 through December 26, 2020.

This Agreement was signed by the Chief Executive Officer of the County of San Bernardino (CEO) on June 25, 2020, under the authority delegated to the CEO by the Board of Supervisors (Board) initially on March 24, 2020 (Item No. 67), May 19, 2020 (Item No. 105), and June 23, 2020 (Item No. 124), in response to the COVID-19 pandemic, subject to ratification by the Board at the next available Board meeting, which is planned for July 14, 2020.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Elbright

Adam Elbright, County Counsel

July 1, 2020

Date

Reviewed for Contract Compliance

Jennifer Mulhall-Dandel

Jennifer Mulhall-Dandel, HS Contracts

July 1, 2020

Date

Reviewed/Approved by Department

Corwin Porter

Corwin Porter, Interim Director

July 1, 2020

Date

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

This Agreement is made and entered into on June 26, 2020 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, 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 10, 2020, which were ratified by its Board of Supervisors on March 10, 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 May 20, 2020, the County, through its Medical Health Operational Area Coordinator, submitted a request to CDPH for 25 State employees to assist the County with critically needed case investigation and contact tracing ("CICT") efforts within [COUNTY] 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 25 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 June 26, 2020 to December 26, 2020. 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.
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 9 of this Agreement.

3. State CICT Personnel shall remain employees of the State of California, under its direction and control, 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. 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 9 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. 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.

9. 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:

Erin Gustafson
San Bernardino County
Department of Public Health
351 N. Mountain View Ave., #303
San Bernardino, CA 92415
erin.gustafson@dph.sbcounty.gov

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

10. 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.
11. 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.
12. 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.
13. 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.

14. Ownership, use and disclosure of any data associated with performance of this Agreement shall be governed by the CDPH's Contract Tracing Data Management System (CalCONNECT) Data Management System (DMS) Data Use And Disclosure Agreement between the County Public Health Department and CDPH, executed on [DATE], 2020.
15. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
16. 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.

COUNTY OF SAN BERNADINO

**STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH**

 6/25/20

Gary McBride Date
Chief Executive Officer

Angela Salas Date
Chief
Contract Management Services Section

Approved as to Form and Legality:

[NAME] Date
[TITLE]