

**Memorandum of Understanding between the California Department of Public Health
and the County of San Bernardino
for Deployment of Public Health Reserve Corps Volunteers**

This Memorandum of Understanding (“**MOU**”) is made and entered into by and between the County of San Bernardino (“**County**”) and the California Department of Public Health (“**CDPH**”), hereinafter jointly referred to as “**Parties**” and each individually as a “**Party**.”

WHEREAS, CDPH established the Public Health Reserve Corps (“**PHRC**”), which gives state employees the opportunity to be trained as part of a strike team that can provide support (a) in any Governor-declared state of emergency that poses a risk to public health emergency, and/or (b) when CDPH determines that there is a need for additional personnel to support the State of California or local health officers in responding to any of the following: a public health emergency declared pursuant to Health and Safety Code section 101080, a significant outbreak of a contagious, infectious, or communicable disease, or other significant or catastrophic events, where immediate public health measures and actions are needed ((a) and (b) hereinafter each alone or together “**State of Emergency**”);

WHEREAS, such volunteers (“**PHRC Personnel**”) can be deployed to support Local Health Jurisdictions during a State of Emergency;

WHEREAS, the County and CDPH mutually agree to deploy PHRC Personnel to the County through the State’s mutual aid system to help the County with its State of Emergency response, free of charge;

NOW THEREFORE, it is agreed as follows:

1. CDPH shall assign PHRC Personnel to assist the County with its State of Emergency response by providing administrative, technical, and/or operational support (“**Services**”). The number of assigned PHRC Personnel will be based on availability and CDPH’s sole and exclusive discretion.
2. The effective date for this MOU shall be the date of the last signature below (“**Effective Date**”). The term of this MOU is from the Effective Date to June 30, 2025 (“**Term**”).
3. Each individual PHRC Personnel will only be deployed for up to two deployments per twelve (12) month period equating to a maximum length of (180) calendar days. and each deployment reflecting a period of no more than ninety (90) calendar days. Within these parameters, the timing and duration of deployment of PHRC Personnel shall be by mutual written agreement between the County and CDPH. A deployment may end before the maximum length of deployment for the individual of (180) calendar days PHRC Personnel being reached.
4. At any time during the Term of this MOU, CDPH reserves the right to remove any PHRC Personnel assigned to the County in order to respond quickly to emergent State of Emergencies in other counties, or for any other reason. CDPH also reserves the right to provide a replacement for any PHRC Personnel deployed to the County at any time during the Term of this MOU and at CDPH’s sole and absolute discretion. In the event CDPH decides to remove and/or replace any PHRC Personnel, CDPH shall provide seven (7) calendar days of prior written notice to the County via the contact information listed in Section 13 of this MOU. However, CDPH may

remove any PHRC Personnel without prior written notice to the County in the event that (a) the County assigns PHRC Personnel work that is not part of the Services without prior written approval from CDPH, (b) the County allows PHRC Personnel to access a County System (as defined in Section 10) without written approval from CDPH, or (c) to address a personnel issue with PHRC Personnel, such as unplanned medical leave or leave of absence.

5. During the deployment, PHRC Personnel shall remain employees of the State, with no impact on their salaries, benefits, or state service credits. This MOU shall not establish any joint employer relationship between CDPH and the County nor any employment relationship between the PHRC 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.
6. The State shall retain sole responsibility to provide the wages and benefits of the PHRC Personnel, including accurate timekeeping and payroll. PHRC 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 MOU.
7. CDPH shall retain responsibility for training and supervising the PHRC Personnel for the purpose of providing the Services to the County. The County may add localized workflows to existing CDPH scripts and shall provide training and support to PHRC Personnel on any such localized workflows. The County shall also provide the PHRC Personnel with any required County-specific trainings during the deployment, and CDPH shall make the PHRC Personnel available for that purpose during the deployment. If needed to perform the Services, the County shall provide access to County facilities and resources to the PHRC Personnel.
8. The County agrees to inform the PHRC Personnel supervisor about any issues with the performance of the PHRC Personnel or if there is any conduct that requires managerial oversight or intervention.
9. The County reserves the right to immediately remove any PHRC Personnel from performing Services for the County for any reason. In the event that the County decides to remove any PHRC Personnel, the County shall provide written notice to CDPH via the contact information listed in Section 13 of this MOU. The County agrees that it will make a good faith effort to provide the prior notice at least seven (7) calendar days before the removal becomes effective.
10. All case investigation and contact tracing work performed as part of the Services by PHRC Personnel assigned to the County shall be conducted within the CalCONNECT system. If the County is using a tool, solution or system for case investigation and contact tracing work ("**County System**") instead of, or to augment the CalCONNECT system, then the County may propose to CDPH that PHRC Personnel use a County System to perform such case investigation and contact tracing 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 the PHRC Personnel including a description of the County System and the mechanism to provide remote access to PHRC Personnel, if applicable, the information security and privacy policies applicable to the County System, and the training, support, and

quality assurance the County will provide to the PHRC Personnel to ensure successful adoption of the County System. PHRC Personnel shall not access a County System without written approval from CDPH. PHRC Personnel shall complete training on a County System before performing case investigation and contact tracing 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 PHRC Personnel who use a County System and PHRC Personnel shall not access CalREDIE without written approval from CDPH.

11. The Parties shall collaborate and jointly establish a process for the scheduling of work shifts for the PHRC Personnel. The County shall not make changes to PHRC Personnel work schedules without prior approval from CDPH Human Resources Department. PHRC Personnel are not allowed to work overtime hours unless the overtime hours are pre-approved by their PHRC Personnel state supervisor. The County shall ensure that all PHRC Personnel, excluding PHRC Personnel state supervisors, receive work assignments that are equivalent to the work schedule that CDPH will provide to the County in advance of the deployment. If a PHRC Personnel's workload is significantly below forty (40) hours in any workweek, the County shall assign additional duties to impacted PHRC Personnel. Additional duties shall be limited to activities related to the Services. Additional duties shall be in accordance with any job descriptions that CDPH may provide to the County during the MOU and with the terms of this MOU. The County shall communicate with PHRC Personnel state supervisors about all PHRC Personnel work assignments and any changes to work assignments. The Parties shall meet and confer about the removal of any PHRC 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 of the end of the two workweeks period during which the PHRC Personnel's workload was significantly below a full-time workload.
12. PHRC Personnel 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 may terminate this MOU by providing thirty (30) calendar days' advance written notice to the other Party. Such notice must be sent to:

For the County:

Michael Sequeira, M.D.
San Bernardino County
Department of Public Health
351 N. Mountain View Ave, #302
Rancho Cucamonga, CA 91730
Michael.Sequeira@dph.sbcounty.gov

For CDPH:

Rita Wong
CA Department of Public Health
Lead, Contact Tracing Workforce Expansion
1616 Capitol Avenue, MS 7300
Sacramento, CA 95814
Rita.Wong@cdph.ca.gov

Any Party may at any time change the designation or address of the person specified to receive notice on their behalf by giving written notice in accordance with this Section 13. Notice of a change of address shall only be effective upon receipt.

14. CDPH may also terminate this MOU for cause without advanced written notice, in whole or in part, as a consequence of any of the following events:
 - a. in case of a threat to life, health or safety of the public,
 - b. a violation of the law by the County, and/or

- c. County's failure to comply with any condition of this MOU, which may include the improper use of PHRC Personnel.
15. Each Party shall indemnify, defend, and hold harmless the other Party and its officers, agents and employees from any claim (including for any claims raised by the Party's employees, contractors, or volunteers for claims for wages, income, or other employee benefits), liability, loss, injury or damage arising out of, or in connection with, the performance of this MOU by the Party and/or its agents, employees or sub-contractors, including 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. This obligation does not apply to any 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 MOU 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 MOU and does not prevail in that litigation.
 16. Section 15 is not intended to supersede or limit CDPH's and its employee's immunity conferred by Section 855.4 of the Government Code.
 17. Each Party shall maintain adequate general liability insurance and workers' compensation insurance, or self-insurance. Upon request by the other Party, a Party is required to provide 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. Each Party is responsible for coverage of its own employees. Upon request by the other Party, a Party shall immediately provide proof of insurance or self-insurance, including Workers' Compensation and General Liability, covering its employees,
 18. This MOU expresses all understandings of the Parties concerning the subject matter and shall constitute the entire MOU. No change or revisions shall be valid unless made in the form of a written amendment to this MOU that is formally approved and executed by all the Parties. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
 19. This MOU 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 MOU or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
 20. Ownership, use, and disclosure of any data associated with performance of this MOU shall be governed by the following: all state and federal privacy laws as applicable, including, but not limited to, the Information Practices Act of 1977, the Health Insurance Portability and Accountability Act, and the California Medical Information Act, which may also require specific CalCONNECT System data use disclosure agreements to be executed by and between the County or County Public Health Department and CDPH, as appropriate.
 21. This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

22. This MOU 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 MOU, or an electronically signed MOU, shall have the same force and legal effect as a MOU 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 MOU that is executed by applying an electronic signature using technology approved by the Parties.
23. Sections 5, 15, and 16 shall survive the expiration or termination of this MOU.
24. Every use of the words “include” and “including” and any variations thereof in this MOU, is to be construed as meaning “include, without limitation” or “including, without limitation”.

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

[The remainder of this page is intentionally left blank. Signature page follows.]

SAN BERNARDINO COUNTY

**STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC HEALTH**

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

Angela Salas Date
Chief
Contract Management Services Section

Approved as to Form and Legality for County:

[Name] Date
[Title]