

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

This First Amendment ("Amendment"), dated for reference purposes May 3, 2021, is made and entered into by and between the County of Fresno ("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 January 4, 2021 and assigned State contract number 20-10881 and County contract number D-20-525;

WHEREAS, the Parties desire to amend the MOU in accordance with the amendment provision in Section 16 of the MOU;

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

1. Amendment to Section 1. The section is hereby deleted in its entirety and replaced with the following: **CDPH shall assign up to one hundred (100) 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 December 27, 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. Amendment to Section 6. The first sentence is hereby deleted and replaced with the following: **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.**
3. Amendment to Section 7. The first sentence is hereby deleted and replaced with the following: **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.**
4. Amendment to Section 9. The first sentence is hereby deleted.

5. Amendment to Section 10. The first sentence is hereby deleted and replaced with the following: **All CICT work performed by State CICT Personnel assigned to the County shall be conducted within the CalCONNECT system.**
6. Amendment to Section 11. The fourth sentence is hereby deleted and replaced with the following: **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.**
7. The following is hereby added to the MOU as the new Section 12, and all subsequent sections are hereby renumbered accordingly: **The County may assign any State CICT Personnel to Vaccination Program work on or after May 3, 2021. State CICT Personnel shall cease all Vaccination Program work no later than June 30, 2021 or a later date if an extension is requested by the County and approved by CDPH in writing in advance, and notwithstanding Section 17 of this Agreement. 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.**
8. Amendment to renumbered Section 14. The reference to David Pomaville, Director is hereby deleted and replaced with the following: **David Luchini, Interim Director.**
9. All references to Section 13 in the MOU are hereby amended to refer to Section 14.
10. 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.
11. The Effective Date for this Amendment shall be May 3, 2021.

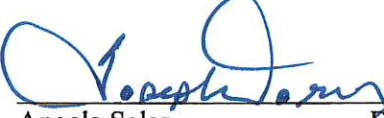
IN WITNESS WHEREOF, each Party has caused this Amendment to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

COUNTY OF FRESNO

CALIFORNIA DEPARTMENT OF  
PUBLIC HEALTH

  
\_\_\_\_\_  
Jean M. Rousseau  
County Administrative Officer

5/24/21  
Date

  
\_\_\_\_\_  
Angela Salas  
Date  
for Chief Joseph Torres  
Contract Management Services Section