

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



Contract Number

25-157

SAP Number

Department of Public Health

Department Contract Representative	Dominic Correra
Telephone Number	(909) 665-2647
Contractor	California Department of Public Health
Contractor Representative	Jonathan Portney
Telephone Number	(916) 799-6119
Contract Term	July 1, 2025 through June 30, 2029
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: Approve a non-financial Memorandum of Understanding with the California Department of Public Health, including non-standard terms, for one-year assignments of the California Epidemiologic Investigation Service Fellowship Program, for the period of July 1, 2025 through June 30, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel

Date 02/27/2025

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶ Joshua Dugas (Feb 27, 2025 14:15 PST)

Joshua Dugas, Director

Date 02/27/2025

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
AND
SAN BERNARDINO COUNTY

This Memorandum of Understanding (MOU) is entered into the first day of _____ July 2025, by and between the California Department of Public Health, hereafter called CDPH, and San Bernardino County, a political subdivision of the State of California, on behalf of its Health and Human Services Department, hereafter called the County.

WHEREAS, in accordance with Section 131090 of the Health and Safety Code, CDPH is authorized to establish the California Epidemiologic Investigation Service (Cal-EIS) Fellowship Program (Fellowship);

WHEREAS, both CDPH and County recognize the independent and mutual benefits of a consortium of public health and applied epidemiology training which includes the California Schools of Public Health and approved local health departments in California;

WHEREAS, CDPH is a sponsor of the Cal-EIS Fellowship, which requires an explicit written agreement between affiliating institutions;

WHEREAS, the reciprocal commitments of the Fellowship program and the affiliated entity must be explicit in a written agreement;

NOW, THEREFORE, CDPH and County agree as follows:

1. A liaison shall be established between CDPH and the County via the designated County Cal-EIS Preceptor and the Director of the CDPH Cal-EIS Fellowship.
2. The County's Health Officer, Dr. Sharon Wang, DO, MSHPE, FIDSA (or a qualified designee, approved by CDPH) shall serve as the on-site Preceptor for the Fellow(s).
3. CDPH has a separate interagency agreement with the Regents of the University of California, Davis (UCD), who will provide administrative support and wages for the Fellow(s) (totaling \$55,000.00 per Fellow for the term of July 1 to June 30 each fiscal year of the MOU); also provided will be health insurance and an allocation for travel and training. The training will lead to completion of competencies established by Cal-EIS.
4. The University of California, Office of Risk Services maintains self-insurance coverage which meets the minimum requirements as established by the State of

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND
SAN BERNARDINO COUNTY

California. As a result of this MOU, the Fellow is fully covered under the University of California's self-insurance for General Liability, Automobile Liability, Property, and Workers Compensation and Employers Liability. A copy of the Certificate of Self-Insurance Coverage shall be provided to the County.

5. The goals and activities of the assigned Fellow(s) are as follows:
 - (a) Completion of the field experience in applied epidemiology, development of goals and objectives, achievement of applied epidemiology competencies and the application of public health and biostatistics/epidemiology principles and practice.
 - (b) Formulate and submit activity reports and competency charts according to the schedule outlined in the Cal-EIS Manual.
 - (c) Formulate and submit work products and major projects, taking advantage of the epidemiology and biostatistics support provided by UCD.
 - (d) Attend all didactic sessions required by the Cal-EIS Fellowship; complete and submit evaluation forms on required seminars and training, including those given by UCD (Refresher Course and bi-weekly seminars).
 - (e) Evaluate the Preceptor and the Cal-EIS Program at the midpoint and end of each year.
 - (f) Participate in epidemiologic investigations as requested by CDPH.
 - (g) Continuously improve public health epidemiology competencies over the course of the Fellowship.
 - (h) Demonstrate ethical conduct, professional demeanor, and a caring attitude towards the public and towards peers.

6. The period of assignment, financial arrangements, and details of CDPH policies are as follows:
 - (a) The period of Fellow(s) assignment shall be for one year from July 1 to June 30.
 - (b) Leave policies are to be determined and will be provided to Fellows and Preceptors.
 - (c) Fellow Responsibilities – "Summary of Requirements for Fellows" (attached).

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND
SAN BERNARDINO COUNTY

- (d) Procedures for Grievance and Due Process – “Procedures for Due Process” (attached).
7. The term of this MOU is from July 1, 2025 to June 30, 2029. This MOU may be terminated by either party, at any time, with or without cause, upon 30 days written notice from one to the other. If the MOU is terminated prior to the expiration of a Fellow’s term, UCD will only be responsible to pay wages for the time served by the Fellow until the termination date, not the entire amount set forth in paragraph 3.
8. County’s responsibilities for teaching, supervision, and formal evaluation of the Fellow’s performance:
- (a) Attend Cal EIS Preceptor Orientation.
 - (b) Provide a qualified on-site Preceptor for the Fellow. The Preceptor will provide assistance in planning the field experience, supervision, professional guidance and evaluation during training.
 - (c) Meet the educational objective of providing a supervised experience in the application of public health and biostatistics/epidemiology principles and practice.
 - (d) Allow Fellow to be called upon on short notice to perform investigations, under authority of CDPH, for public health emergencies.
 - (e) County will provide the Fellow with facilities and supervised experiential learning opportunities including orientation, administrative guides, workspace, computer access, program participation, demonstrations, conferences, consultations, and practical instructions. Security measures for the Fellow should be the same as for other staff working in the same public agency as the Fellow.
 - (f) County agrees, when requested, to evaluate each Fellow’s performance and report to CDPH on forms provided by CDPH and participate in virtual Site Visits.
9. CDPH Responsibilities:
- (a) CDPH will facilitate the placement of one or more Fellows with the County.
 - (b) CDPH will assist in the coordination of training for the Fellow(s).
 - (c) CDPH will confirm with Fellow(s) that he/she is solely responsible for:

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND
SAN BERNARDINO COUNTY

- 1) Reporting to County on time and reading and complying with County's policies, procedures, rules, and regulations during the Fellowship year, including applicable section of the Board Policy Manual Chapter 3, such as, but not limited to: Outside Employment Policy, Policy Against Discrimination, Harassment, and Retaliation; and Policy on Sexual Harassment.
 - 2) Performing the assigned activities according to generally accepted professional practices and standards, and the requirements of applicable federal, state, and local laws.
 - 3) Arranging his/her own transportation.
- (d) CDPH will comply with all applicable federal, state, and local laws, regulations, rules, and policies, including, but not limited to, non-discrimination, equal opportunity, and wage and hour laws.
10. OWNERSHIP RIGHTS TO MATERIALS. All materials obtained, developed or prepared by the Fellow(s) in the course of their fellowship with the County and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent CDPH owns or claims ownership rights to said Deliverables, CDPH hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If CDPH or a Fellow wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, CDPH or the Fellow shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. CDPH acknowledges that all original works of authorship which are made by a Fellow (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. CDPH agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by a Fellow, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, CDPH will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights.

11. CONFLICT OF INTEREST; POLITICAL REFORM ACT. CDPH shall comply, and require its employees, agents, and subcontractors to comply, with all (1) applicable requirements governing avoidance of impermissible client conflicts; and (2) federal, state and local conflict of interest and disclosure laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by County.

In accepting this Agreement, the parties covenant that they presently have no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. The parties further covenant that, in the performance of this Agreement, they will not use any contractor or employ any person having such an interest. The parties, including but not limited to the parties employees, agents, and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, the parties shall, upon execution of this Agreement, provide each other with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to the parties employees, agents and subcontractors, that could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of the parties service to each other under this Agreement. The parties shall immediately notify each other of the names and email addresses of any additional individuals later assigned to provide such service to each other under this Agreement in such a capacity. The parties shall immediately notify each other of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the respective party. The parties shall ensure that all such individuals identified pursuant to this paragraph understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable conflict of interest and disclosure laws and regulations, and shall file Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND
SAN BERNARDINO COUNTY

If applicable, the parties and their agents shall comply with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$250 to any County officer during the proceeding and for 12 months following the final decision in the proceeding. Disclosures pursuant to the Levine Act must be submitted online or at the Office of the Clerk of the Board of Supervisors.

12. **THIRD PARTY BENEFICIARIES.** This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.
13. **INDEMNIFICATION.** In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but, instead, County and CDPH agree that, pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold the other party, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this AGREEMENT. No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other party under this AGREEMENT.
14. **CONTRACT EXECUTION.** Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has 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 County.

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND
SAN BERNARDINO COUNTY

15. ATTACHMENTS. All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- 1) Summary of Requirements and Expectations for Fellows
- 2) Procedures for Due Process
- 3) University of California Proof of Self-Insurance Coverage

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding in the date last written below.

ON BEHALF OF SAN BERNARDINO COUNTY

By: *Dawn Rowe* Date: MAR 11 2025

PRINTED NAME: DAWN ROWE
TITLE: CHAIR, BOARD OF SUPERVISORS

ON BEHALF OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

By: _____ Date: _____

PRINTED NAME: CAROLINE PECK, MD, MPH, FACOG
TITLE: DIRECTOR, CAL-EIS FELLOWSHIP PROGRAM

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNEEL

Clerk of the Board of Supervisors
of San Bernardino County

By *[Signature]*
Deputy

