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SAN BERNARDINO COUNTY

Contract Number

23-33

SAP Number

N/A

Department of Public Health

Department Contract Representative	Michael Shin, HS Contracts
Telephone Number	(909) 386-8146
Contractor	California Department of Public Health
Contractor Representative	Shauna Olsen
Telephone Number	
Contract Term	Upon Execution – June 30, 2025
Original Contract Amount	Non-Financial
Amendment Amount	$0
Total Contract Amount	$0
Cost Center	N/A

IT IS HEREBY AGREED AS FOLLOWS:

Non-Financial Memorandum of Understanding (MOU) with California Department of Public Health (CDPH) for assignment of California Pathways into Public Health Initiative (Cal-PPH) Fellowship/Internship Personnel to the County. Cal-PPH provides opportunities to develop skills and experiences for a workforce pathway to individuals interested in a career in public health, effective upon execution by all parties through June 30, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
DocuSigned by: Adam Ebright 6FC5599C63814E1...	DocuSigned by: Patty Steven BE400D79EB5648B...	DocuSigned by: Joshua Dugas 30C7CC0F4C0F4CE...
Adam Ebright, Deputy County Counsel	Patty Steven, HS Contracts Manager	Joshua Dugas, Director
Date January 4, 2023	Date January 4, 2023	Date January 4, 2023

California Pathways into Public Health (Cal-PPH) Initiative

MOU

Local Health Jurisdiction Host Site: San Bernardino County

Period of Assignment: February 1, 2023 – June 30, 2025

MEMORANDUM OF UNDERSTANDING ABOUT THE CALIFORNIA PATHWAYS INTO PUBLIC HEALTH INITIATIVE (Cal-PPH) FELLOWS/INTERNS

The California Department of Public Health (hereinafter "CDPH") hereby agrees to the request by [*insert name of local public health department*] (hereinafter "Host Agency") for assignment of Cal-PPH fellow personnel (hereinafter "Fellow") or intern personnel (hereinafter "Intern") to the Host Agency as specified below. The number of Fellows and/or Interns placed with a Host Agency will be based on availability and CDPH's sole and exclusive discretion. This memorandum of understanding (hereinafter "MOU") is for the Cal-PPH program (hereinafter "Program"). CDPH and Host Agency are hereinafter jointly referred to as "Parties" and each individually as a "Party."

I. OVERVIEW

Cal-PPH Fellows or Interns will assist and provide support to their assigned Host Agency in carrying out public health activities.

II. OBJECTIVES FOR DETAIL ASSIGNMENT

A. Provide opportunities to develop the skills and experience of Cal-PPH Fellows and/or Interns.
B. Provide a workforce pathway for individuals interested in a career in public health.
C. Promote a well-trained public health workforce across California that can effectively and efficiently respond to ensure the health and safety of the population.
D. Strengthen state and local public health capacity.

III. RESPONSIBILITIES AND SUPERVISION

CDPH is responsible for the administration of the program. CDPH will utilize contractors, including the University of California San Francisco (UCSF), for the selection and supervision of Fellows in accordance with UCSF regulations and requirements for recruitment and hiring, and University Enterprises, Inc. (UEI), for the selection and supervision of Interns.

CPDH will:

A. Provide a Cal-PPH Program Director who will oversee the Program, including the provision of broad guidance and technical consultation to Host Agency staff, UCSF Fellow Supervisor(s), Cal-PPH Internship Coordinator, Fellows, and Interns.

B. Provide a Cal-PPH Internship Program Coordinator who will provide broad guidance and technical consultation to Host Agency staff and Interns.
C. Determine Host Agency placement for Fellows and Interns.
D. Provide Fellows and Interns with all trainings required of CDPH contracted employees.
E. Oversee the delivery of Program-required initial and ongoing training provided by Contractors.

For Fellows, UCSF will:

A. Provide official supervision to Fellows via UCSF Fellow Supervisor(s) and ensure that the UCSF Fellow Supervisor(s) are available as the first point of contact for all personnel, compensation, and supervision issues.
B. Administer payroll and benefits for Fellows.
C. Provide Fellows with a cell phone.
D. Reimburse Fellows for local mileage costs related to Program duties.
E. Formally assess each Fellow's performance in accordance with established UCSF performance standards. In completing performance evaluations (minimum of one evaluation per year) UCSF will solicit input from CDPH Program staff and appropriate Host Agency staff regarding Fellows' performance.
F. Be responsible for rendering any appropriate disciplinary action that Host Agency proposes against a Fellow.
G. Provide Fellows with all trainings required of UCSF employees.
H. Develop, implement, and evaluate initial and ongoing Cal-PPH programmatic training for Fellows.

For Interns, UEI will:

A. Administer payroll and benefits to Interns.
B. Assure that all Interns are enrolled at least half-time at an accredited educational institution affiliated with UEI.
C. Provide Interns with all trainings required of UEI employees.

Host Agency will:

A. For both Fellows and/or Interns:
    a. Provide a robust public health experience.
    b. Provide a work environment free of conduct (verbal, written, or physical) that has the purpose or effect of unreasonably interfering with Fellows' and/or Interns' performance or creates an intimidating, hostile, or offensive environment. The Host

Agency shall abide by all state and federal laws and regulations applicable to workplace conduct.

c. Immediately report any workplace incident involving Fellows to the UCSF Fellow Supervisor or any incident involving Interns to Cal-PPH Internship Program Coordinator. This includes, but is not limited to, Fellows' and/or Interns' injury or disease exposure, breach of security policies by Fellows and/or Interns, or information technology security issue involving the Fellows and/or Interns.

B. In addition, if Host Agency is assigned a Fellow, Host Agency will:
   a. Designate a Fellow Preceptor to provide guidance and mentorship. The Preceptor will work closely with Fellows to resolve routine questions or issues that arise regarding the assignment or Fellows' performance.
   b. Provide Fellows with a computer, preferably a laptop with a camera.
   c. Provide Fellows with workspace equipped with resources and materials that will provide the Fellows with access to their UCSF-issued email account for routine business purposes and to maintain regular contact with the UCSF Fellow Supervisor and CDPH Program staff. This includes ensuring that Fellows have access to UCSF secure network through the host site computer network/firewall.
   d. Provide Fellows with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that the Fellows' physical safety is prioritized at all times, particularly when the Fellows are engaging in field work. The Host Agency shall abide by all state and federal laws and regulations applicable to workplace health and safety. Host Agency will not impede Fellows' compliance with applicable UCSF health and safety policies.
   e. Promptly advise the UCSF Fellow Supervisor of any performance or behavioral concerns about a Fellow. In these cases, Host Agency, UCSF Fellow Supervisor and UCSF human resources staff will work together to attempt to resolve such concerns with the Fellow, either informally or formally, depending upon the nature of the concern. Other CDPH or UCSF resources may be called upon by the immediate supervisor to help resolve the issues. If the issues cannot be resolved, Host Agency may request removal of the Fellow according to Section IV "Removals".
   f. Complete all evaluations provided by CDPH regarding the Program overall and Fellows' abilities to meet stated goals, objectives, and milestones.
   g. Regularly attend Cal-PPH Fellow Preceptor and group events.

C. In addition, if Host Agency is assigned an Intern, Host Agency will:
   a. Designate an Intern Preceptor to provide guidance and supervision, including timesheet approval. The preceptor will work closely with Interns to resolve routine

questions or issues that arise regarding their assignment or the Interns' performance.

b. Provide Interns with a suitable workspace for them to carry out their responsibilities.
c. Provide Interns with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that the Interns' physical safety is prioritized at all times, particularly when the Interns are engaging in field work. The Host Agency shall abide by all state and federal laws and regulations applicable to workplace health and safety. Host Agency will not impede Interns' compliance with applicable UEI health and safety policies.
d. Promptly advise the Cal-PPH Internship Program Coordinator of any performance or behavioral concerns about an Intern. In these cases, Host Agency, Cal-PPH Internship Program Coordinator and UEI human resources staff will work together to attempt to resolve such concerns with the Intern, either informally or formally, depending upon the nature of the concern. Other CDPH or UEI resources may be called upon by the immediate supervisor to help resolve the issues. If the issues cannot be resolved, Host Agency may request removal of the Intern according to Section IV "Removals".
e. Complete all evaluations provided by CDPH regarding the Program overall and Interns' abilities to meet stated goals, objectives, and milestones.
f. Regularly attend Cal-PPH Intern Preceptor and group events.

IV. REMOVAL

A. Fellows: If informal and/or formal efforts fail to resolve a problem, the Host Agency may request the removal of a Fellow. Such request must be sent in writing from the Host Agency Health Officer or Director to the Cal-PPH Program Director and must state the basis for the request and the proposed date for the removal, not less than thirty (30) days from the date of the request unless circumstances justify a more immediate removal date. Upon receipt of such a request, CDPH will notify UCSF to take appropriate action in consultation with the UCSF Fellow Supervisor and Host Agency to remove the Fellow.
B. Interns: If informal and/or formal efforts fail to resolve a problem, the Host Agency may request the removal of an Intern. Such request must be sent in writing from Host Agency leadership to the Cal-PPH Program Director and must state the basis for the request and the proposed date for the removal, not less than fifteen (15) days from the date of the request unless circumstances justify a more immediate removal date. Upon receipt of such

a request, CDPH will notify UEI to take appropriate action in consultation with the Cal-PPH Internship Coordinator and Host Agency to remove the Intern.

IV. ADDITIONAL TERMS

For both Fellows and Interns:

A. Rules and policies of the Host Agency shall apply to Fellows and/or Interns except in cases where this MOU provides otherwise.

B. This MOU shall not establish any joint-employer relationship between CDPH and the Host Agency nor any employment relationship between the Host Agency and the Fellow and/or Intern 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.

C. Any Host Agency publication that includes the name of a Fellow and/or Intern must be submitted for and receive CDPH clearance prior to submission for publication. The publication should include the Fellow's or Intern's Cal-PPH Program affiliation as well as local affiliation with their name. CDPH guidelines for authorship should be followed when determining whether a Fellow's and/or Intern's name should be included as an author on a publication.

D. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU, except in cases where this MOU provides otherwise.

E. 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, including but not limited to court costs and attorney fees, arising out of, or in connection with, performance of this agreement 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 provide the broadest possible coverage for each party.

F. CDPH, UCSF, and UEI are self-insured. CDPH, UCSF, and UEI assume workers' compensation liability for its respective employees via self-insurance in accordance with the provisions of the California Labor Code, Division 4 Part 1, Chapter 4.

For Fellows Only:

A. If Host Agency rules or policies conflict with CDPH or UCSF policies, the preceptor will work with the UCSF Fellow Supervisor to promptly develop a plan of action that is agreeable to all Parties.

B. Fellows are responsible for establishing an approved work schedule with the Host Agency. Planned and unplanned time off must be approved by both the Host Agency and the UCSF Fellow Supervisor.

C. Any request by a Fellow for approval of work outside their current job description or assignment must be submitted in writing to the UCSF Fellow Supervisor. Work outside the job description shall not be performed until written approval has been granted by the UCSF Fellow Supervisor and UCSF human resources staff.

D. Preceptors and Fellows must ensure that Fellows adhere to UCSF PRIDE values and that any work performed remotely and/or at any location besides the regular work location can be executed without adversely affecting normal work duties and/or adherence to UCSF PRIDE values.

E. CDPH may mobilize a Fellow during an emergency response to act as a CDPH responder, either in the field or at a CDPH site, in its sole and absolute discretion. During an emergency response, CDPH will inform the Host Agency of the activation of the Fellow for the emergency response and the anticipated duration of the assignment of the Fellow to the emergency response efforts. CDPH will be responsible for all supervision, training, and travel costs related to CDPH emergency response mobilization.
    i. This section does not apply to situations where a Fellow is assigned to the Host Agency in an emergency response situation.
    ii. CDPH's need to mobilize a Fellow for an emergency response on behalf of CDPH may supersede a Host Agency's need to mobilize the Fellow for emergency response in the state or with a Host Agency.

F. Fellow shall not drive a vehicle owned by Host Agency but may ride as a passenger in a Host Agency vehicle when driven by a Host Agency employee and necessary for work-related travel.

For Interns Only:

A. If Host Agency rules or policies conflict with CDPH or UEI policies, the preceptor will work with the Cal-PPH Internship Program Coordinator to promptly develop a plan of action that is agreeable to all Parties.

B. Any request for an Intern to work outside their current job description or assignment must be submitted in writing to the Cal-PPH Internship Program Coordinator. Work outside the job description shall not be performed until written approval has been granted by the Cal-PPH Internship Program Coordinator and UEI Human Resources staff.
C. Intern shall not drive a vehicle owned by Host Agency but may ride as a passenger in a Host Agency vehicle when driven by a Host Agency employee and necessary for work-related travel.

V. LEAVE AND HOURS OF DUTY

For Fellows Only (to be administered by UCSF):

A. Fellows are required to work an 80-hour pay period. Hours of duty will be determined by UCSF in consultation with the Host Agency and should reflect a standard work schedule as much as possible. Fellows will be compensated for holidays according to the UCSF schedule.
B. For any UCSF holidays that are not holidays for the Host Agency, the Fellow will not work.
C. For any local holiday that is not a UCSF holiday (as per the UCSF holiday schedule), Fellows are required to do one of the following:
    i. Fellows may take leave, with proper approval, on the local holiday.
    ii. Fellows may complete required tasks (e.g., online training, assist CDPH team with projects, other local agency work) on a telework basis while working on the local holiday. The Fellows' choices must be reviewed and approved in writing prior to the holiday by the UCSF Fellow Supervisor.
D. Fellow will be entitled to use annual and sick leave in accordance with UCSF policy. Fellows may also earn or use overtime, in accordance with UCSF policy.
E. Overtime worked by Fellows must be approved in advance by CDPH, to ensure funding is available, and by the Fellow Supervisor. Fellows must follow all UCSF overtime processes and requirements.
F. Leave requests must be reviewed and approved by the UCSF Fellow Supervisor. Final written approval for leave is the responsibility of the UCSF Fellow Supervisor. Each Fellow's leave records will be maintained by the UCSF Fellow Supervisor.

For Interns Only (to be administered by UEI):

A. Interns are allowed to work a maximum of 29 hours per week.
B. Premium pay for overtime worked by Interns must be approved in advance by CDPH. Interns must complete and submit the necessary paperwork in advance of the overtime

before any payment will be authorized.

C. Hours of duty will be determined by the Host Agency in consultation with Interns and should accommodate Interns' school schedules.

VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES GOVERNING EMPLOYMENT

A. Rules and policies of the Host Agency shall apply to Fellows and/or Interns except in cases where this MOU provides otherwise.

B. Where there is a conflict between the laws, regulations, and policies of Host Agency and the laws, regulations, and policies of UCSF, UEI, or the State government regarding the legal status or rights of Fellow and/or Intern, UCSF, UEI, or State standards will prevail.

VII. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Required Program training and professional development activities: Host Agency will permit Fellows and/or Interns to attend required programmatic training and professional development offerings provided by UCSF (for Fellows), UEI (for Interns) and/or CDPH.

B. Optional training and professional development activities: Cal-PPH Program does not provide funding for optional training and professional development activities. Fellows and/or Interns may be allowed to attend optional trainings, professional development activities and conferences if funding is secured by Host Agency and pre-approval (if required) is secured.

   a. Fellows: if the optional activity will interfere with the Fellow's attendance at required Cal-PPH Program training or if out-of-jurisdiction travel will occur, Host Agency must seek prior approval from Fellow Supervisor. If overtime will be accrued, prior approval must be provided by CDPH to ensure funding is available.

   b. Interns: Host Agency must seek prior approval from the Cal-PPH Internship Program Coordinator

VIII. SEVERABILITY

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.

IX. PERIOD OF DETAIL

A. This MOU shall be effective as of the date it is fully executed by both parties and shall be through June 30, 2025.

B. For Fellows, the term of their assignment is thirteen (13) months from hire date.

C. For Interns, the term of their assignment is generally one semester. If Host Agency desires to have an Intern work for Host Agency beyond one semester, approval must be provided by CDPH with a maximum assignment of twelve (12) months, not to exceed 194 working days. While participating in the program, Interns must remain enrolled at least half-time at an accredited educational institution affiliated with UEI.
D. This MOU may be modified or terminated upon thirty (30) days advance notice in writing by either party of its intent to modify or terminate the MOU. CDPH may terminate this MOU for cause, default, or negligence on the part of the Host Agency at any time without advance written notice. CDPH may, at its option, allow the Host Agency a reasonable time to cure the default before termination.
E. Written notice about MOU modifications or termination shall be sent to: Anne Cass, Cal-PPH Program Director at anne.cass@cdph.ca.gov.

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

CDPH
Name: Amy Kile-Puente
Title: Assistant Division Chief, Division of Communicable Disease Control, California Department of Public Health
Signature:
Date:

Host Agency
Name: San Bernardino County
Host Agency Director or Designee Name: Dawn Rowe
Title: Chair, Board of Supervisors
Signature: Dawn Rowe
Date: JAN 24 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy