

California Public Health Corps (CA-PHC) Training Pathways and
Program Project Agreement

California Public Health Corps (CA-PHC) trainee: Brenda Rodriguez

Local Health Jurisdiction Host Site: Monterey County Health Department

Period of Assignment: September 13, 2021 – July 31, 2023

AGREEMENT TO DETAIL CALIFORNIA PUBLIC HEALTH CORPS (CA-PHC)

TRAINING AND PATHWAYS PROGRAM TRAINEES

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 CA-PHC trainee personnel (hereinafter “trainee”) to the host agency as specified below. This agreement is for the CA-PHC program (hereinafter “program”). CDPH and host agency are hereinafter jointly referred to as “parties” and each individually as a “party.”

I. OVERVIEW

- A. CA-PHC trainees will assist and provide support to their assigned host agency in carrying out public health activities in the realm of communicable disease prevention and control, community engagement and emergency preparedness and response.

II. OBJECTIVES FOR DETAIL ASSIGNMENT

- A. Provide opportunities to develop the skills and experience of CA-PHC trainees.
- B. Provide a workforce pathway for early career public health professionals.
- C. Ensure 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 University of California San Francisco (UCSF), for the selection and supervision of trainees in accordance with UCSF regulations and requirements for recruitment and hiring.

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CPDH will:

- A. Provide broad guidance and technical consultation to trainee.
- B. Provide CDPH Program Liaisons who will serve as technical assistance resources for trainees.

UCSF will:

- A. Provide official supervision to trainee and ensure that the CA-PHC Program Administrator is available as the first point of contact for all personnel, compensation, and supervision issues.
- B. Administer payroll and benefits
- C. Provide the trainee with a cell phone
- D. Reimburse trainee for local mileage costs related to CA-PHC duties
- E. Formally assess each trainee's performance in accordance with established UCSF performance standards. In completing a trainee's evaluations (minimum of one evaluation per year) UCSF will solicit input from CDPH and appropriate host agency staff regarding the trainee's performance.
- F. Be responsible for rendering any appropriate disciplinary action that host agency proposes against a trainee, at UCSF's sole discretion.
- G. Provide the trainee with all trainings required of UCSF employees including workplace violence prevention, sexual harassment, etc.

Host agency will:

- A. Provide a robust public health experience for trainee.
- B. Designate a trainee preceptor to provide guidance and mentorship. The preceptor will work closely with trainee to resolve routine questions or issues that arise regarding the assignment or trainee's performance.
- C. Provide trainee with a computer
- D. Provide trainee with workspace equipped with resources and materials that will provide the trainee with access to communications for routine business purposes and to maintain regular contact with CDPH and with the Program Administrator. This includes ensuring that trainees have access to UCSF secure network through the host site computer network/firewall.
- E. Provide trainee with training and support necessary to complete their work and understand local workflows. Take steps necessary to ensure that trainee's physical safety is prioritized at all times, particularly when the trainee is engaging in field work. The host agency shall abide by all state and federal laws and regulations applicable to

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workplace health and safety. Host agency will not impede trainee's compliance with applicable UCSF health and safety policies.

- F. Provide a work environment free of conduct (verbal, written, or physical) that has the purpose or effect of unreasonably interfering with the trainee's 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.
- G. Immediately report any workplace incident involving trainee to CDPH CA-PHC Program Administrator and Program Liaison. This includes, but is not limited to, trainee exposure or injury, breach of security policies by trainee, or information technology security issue involving trainee.
- H. Promptly advise the CDPH Program Liaison of any performance or behavioral concerns about a trainee. In these cases, host agency and CDPH staff will work together to attempt to resolve such concerns with the trainee, 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 informal and/or formal efforts fail to resolve a problem, the host agency may request the removal of trainee. Such request must be forwarded, in writing, through the senior management of the host agency to CDPH and must state: 1) a substantive basis for the request, 2) efforts taken by host agency otherwise resolve the problem, and 3) 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 take appropriate action in consultation with host agency and the trainee.
- I. Complete all evaluations provided by CDPH, regarding the CA-PHC program overall and the trainee's ability to meet stated goals, objectives and milestones.
- J. Regularly attend CA-PHC preceptor and group events.

IV. ADDITIONAL TERMS:

- A. Rules and policies of the host agency shall apply to trainee except in cases where this agreement provides otherwise.
- B. If host agency rules or policies conflict with CDPH or UCSF policies, the preceptor will work with the CA-PHC Program Liaison and Program Administrator to promptly develop a plan of action that is agreeable to all parties.
- C. This agreement shall not establish any joint employer relationship between CDPH and the host agency nor any employment relationship between the host agency and the trainee 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

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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.

- D. Any publication that includes the name of a trainee must be submitted for and receive CDPH clearance prior to submission for publication. The publication should include the trainee's CDPH affiliation as well as local affiliation with their name. CDPH guidelines for authorship should be followed when determining whether a trainee's name should be included as an author on a publication.
- E. Any request by a trainee for approval of work outside their current job description or assignment must be submitted in writing to the Program Administrator and work outside the job description shall not be performed until written approval has been granted by the Program Administrator. The trainee job description is attached to this agreement as Attachment 1 and is hereby incorporated into this agreement by reference.
- F. CDPH may mobilize a trainee 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 trainee for the emergency response, the anticipated duration of the assignment of the trainee to the emergency response efforts and 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 trainee is assigned to the host site in an emergency response situation.
 - ii. CDPH's need to mobilize a trainee for an emergency response on behalf of CDPH may supersede a host agency's need to mobilize the trainee for emergency response in the state or with a host agency.
- G. Premium pay for overtime worked by trainee must be approved in advance by the Program Administrator. Trainee must complete and submit the necessary paperwork in advance of the overtime before any payment will be authorized.
- H. Trainee 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.
- I. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this agreement, except in cases where this agreement provides

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otherwise.

V. LEAVE AND HOURS OF DUTY

- A. Trainees 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. Trainees will be compensated for holidays according to the UCSF schedule.
- B. For any UCSF holidays that are not holidays for the host agency, the trainee will not work.
- C. For any local holiday that is not a UCSF holiday (as per the UCSF holiday schedule), trainee is required to do one of the following:
 - i. Trainee may take leave, with proper approval, on the local holiday.
 - ii. Trainee 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 trainee's choice must be reviewed and approved in writing prior to the holiday by the trainee's Program Administrator.
- D. Trainee will be entitled to use annual and sick leave in accordance with UCSF policy, Trainees may also earn or use overtime, compensatory time, or credit time in accordance with UCSF policy, with prior approval by the Program Administrator in consultation with the LHJ host site.
- E. Leave requests must be reviewed and approved by the Program Administrator. Final written approval for leave is the responsibility of the Program Administrator. Each trainee's leave records will be maintained by their Program Administrator.

VI. APPLICABILITY OF RULES, REGULATIONS, AND POLICIES

- A. Rules and policies of the host agency shall apply to trainee except in cases where this agreement 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 or the State government regarding the legal status or rights of trainee, UCSF or State standards will prevail.

VII. TRAINING

Host agency will permit trainee to attend CA-PHC and CDPH-required programmatic and career development training, meetings, seminars, and conferences as needed/identified. Absences for purposes of optional training or professional development will occur only with the mutual consent of the parties to this agreement.

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VIII. SEVERABILITY

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

IX. PERIOD OF DETAIL

- A. Trainee field assignments addressed by this agreement shall be thru July 31, 2023.
- B. This agreement may be modified or terminated upon thirty (30) day advance notice in writing by either party of its intent to modify or terminate the agreement.
- C. CDPH may terminate this agreement 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.
- D. Written notice shall be sent to:

CDPH:

Anne Cass, CA Connected Workforce Training and Development Lead at
anne.cass@cdph.ca.gov

Host Agency: Monterey County Health Department

Name: Brandon Gates

Title: Public Health Program Manager

Email: gatesb@co.monterey.ca.us

X. APPROVAL

This agreement shall be effective as of the date it is fully executed by both parties.

IN WITNESS WHEREOF, each party has caused this agreement 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

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Department of Public Health

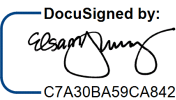
Signature: 
Stacy Saetta Deputy County Counsel
Date: 9/10/2021 | 11:14 AM PDT


Host Agency:

Name: Monterey County Health Department

Host Agency Director or Designee Name: Elsa Jimenez

Title: Director of Health

Signature: 
Date: 9/10/2021 | 4:29 PM PDT


9/30/2021 | 10:02 AM PDT

Gary Giboney

Chief Deputy Auditor-Controller