

California Pathways into Public Health (Pathways) Initiative

MOU

Local Health Jurisdiction Host Site:

Period of Assignment: April 18, 2026 – June 30, 2027

**MEMORANDUM OF UNDERSTANDING ABOUT THE CALIFORNIA PATHWAYS INTO
PUBLIC HEALTH INITIATIVE (PATHWAYS) INTERNSHIP**

The California Department of Public Health (hereinafter “CDPH”) hereby agrees to the request by (hereinafter “Host Agency”) for assignment of Pathways intern personnel (hereinafter “Intern”) to the Host Agency as specified below. The number of 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 Pathways program (hereinafter “Program”). CDPH and Host Agency are hereinafter jointly referred to as “Parties” and each individually as a “Party.”

I. OVERVIEW

Pathways 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 Pathways 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 University Enterprises, Inc. (UEI), for the recruitment, selection and hiring of Interns.

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CDPH will:

- A. Provide a Pathways Program Manager who will oversee the Program, including the provision of broad guidance and technical consultation to Host Agency staff, Pathways Internship Coordinator, Pathways Logistics Coordinator, Pathways Analyst and Interns.
- B. Determine Host Agency placement for Interns.
- C. Provide Interns with all trainings required of CDPH contracted employees.
- D. Oversee the delivery of Program-required initial and ongoing training.

UEI will:

- A. Administer payroll 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.
- D. Support all potential disciplinary proceedings, up to and including direct communications with Internship Coordinator, Host Site Preceptors and Interns.

Host Agency will:

- 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 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 Interns to Pathways Internship Program Coordinator. This includes, but is not limited to, Interns' injury or disease exposure, breach of security policies by Interns, or information technology security issue involving the Interns.
- D. Designate an Intern Preceptor to provide guidance and daily supervision, including:
 - a. Conducting weekly check-ins;
 - b. Reviewing timecards;
 - c. Overseeing Interns' performance;
 - d. Working closely to resolve routine questions or minor issues that arise; and
 - e. Implementing and monitoring any corrective action deemed necessary.
- E. Provide Interns with a suitable workspace for them to carry out their responsibilities.
- F. 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.

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Host Agency will not impede Interns' compliance with applicable UEI health and safety policies.

- G. Promptly advise the Pathways Internship Program Coordinator of any performance or behavioral concerns about an Intern. In these cases, Host Agency, Pathways 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 III "Clause O."
- H. Complete all evaluations provided by CDPH regarding the Program overall and Interns' abilities to meet stated goals, objectives, and milestones.
- I. Attend Pathways Preceptor Orientation.
- J. Ensure all equipment and ID badges are delivered to the Intern at their assigned worksite location.
- K. Ensure Interns do not incur any work-related mileage as part of their placement outside of standard commute to and from primary worksite location
- L. Ensure the address listed on the duty statement is the primary worksite location and not require Intern to report to more than one worksite location in a single day.
- M. Obtain the Intern's agreement before assigning them to any alternate worksite, as such assignments must be voluntary and not mandatory.
- N. All Host Agency onboarding requirements (e.g., Live Scan, background checks, drug tests, physical exam, etc.) must be processed within designated dates before Pathways can make official offer to Intern.
 - a. Failure to do so may result in inability for Host Agency participation.
- O. 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 Pathways Program Manager 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 Pathways Internship Coordinator and Host Agency to remove the Intern.

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IV. ADDITIONAL TERMS

- A. Rules and policies of the Host Agency shall apply to 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 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 an Intern must be submitted for and receive CDPH clearance prior to submission for publication. The publication should include the Intern's Pathways Program affiliation as well as local affiliation with their name. CDPH guidelines for authorship should be followed when determining whether an 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 and UEI are self-insured. CDPH 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.
- G. If Host Agency rules or policies conflict with CDPH or UEI policies, the Host Agency Preceptor will work with the Pathways Internship Program Coordinator to promptly develop a plan of action that is agreeable to all Parties.
- H. Any request for an Intern to work outside their current job description or assignment must be submitted in writing to the Pathways Internship Program Coordinator. Work outside the job description shall not be performed until written approval has been granted by the Pathways Internship Program Coordinator and UEI Human Resources staff.
- I. 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.

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V. LEAVE AND HOURS OF DUTY

For Interns (to be administered by UEI):

- A. Interns are allowed to work a maximum of 29 hours per week when school is in session.
- B. At the Host Agency's and Intern's discretion, Interns may be allowed to work up to 40 hours per week during winter break according to the UEI academic calendar.
- C. 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.
- D. 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 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 UEI, or the State government regarding the legal status or rights of Intern, UEI, or State standards will prevail.

VII. TRAINING AND PROFESSIONAL DEVELOPMENT

- A. Required Program training and professional development activities: Host Agency will permit Interns to attend required programmatic training and professional development offerings provided by UEI and/or CDPH.
- B. Optional training and professional development activities: Pathways Program does not provide funding for optional training and professional development activities. 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. Host Agency must seek prior approval from the Pathways 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.

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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, 2027.
- B. The term of Intern assignment is one academic year.
- C. Interns' assignments cannot exceed twelve (12) months, or 194 working days.
- D. While participating in the program, Interns must remain enrolled at least half-time at an accredited educational institution affiliated with UEI.
- E. 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.
- F. Written notice about MOU modifications or termination shall be sent to: Pathways@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:

Title:

Signature:

Date:

Host Agency

Name of Host Agency:

Host Agency Director or Designee Name:

Title:

Signature:

Date: