



California Department of Public Health
1615 Capitol Avenue, Sacramento, CA 95814

Memorandum of Understanding between the California Department of Public Health and the County of Fresno for TRAIN CDPH Secondary Administrative and Course Provider Access

MOU No.: OPDE-MOU-2026-06

This Memorandum of Understanding ("MOU") 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, CDPH established TRAIN CDPH, an external learning management system offering public health programs a tool to support public health workforce development, compliance training, and continuing education;

WHEREAS, Secondary Admin and Course Provider access enables the County to perform limited administrative functions for local users and courses while preserving statewide governance, data integrity, and platform security;

WHEREAS, CDPH wishes to grant and govern Secondary Admin and Course Provider Access by County to the TRAIN CDPH Learning Platform ("TRAIN CDPH"), enabling County to support, curate, and report training activities for its workforce and partners, consistent with CDPH standards, applicable laws, and statewide security requirements;

WHEREAS, public health programs and funded partners that list and manage courses, learners, or other learning content on TRAIN CDPH must annually review their level of access and confirm that they will adhere to the TRAIN CDPH Rules of Behavior;

WHEREAS, TRAIN CDPH and supporting resources including hardware, software, and personnel are funded through state and federal sources and TRAIN CDPH is offered to partners and their audiences currently at no cost;

WHEREAS, the following TRAIN CDPH Rules of Behavior are:

1. Individuals approved to list and manage courses or other learning content on TRAIN CDPH are responsible for entering and maintaining the information until the content expires or is no longer relevant.
2. A TRAIN Affiliate Administrator review and approve content before it is made visible to learners. The TRAIN CDPH team reserves the right to edit information including course details (e.g. course title, course duration, description, subject areas, audiences, sponsor, etc.) for clarity and overall consistency with TRAIN CDPH submission requirements. No modifications to course content will be made by TRAIN CDPH staff.

NOW THEREFORE, the County agrees that it shall do and/or accept the following:

1. Adhere to the Special Considerations outlined in this agreement regarding the protection of Personally Identifiable Information (PII).
2. Read and abide by the Public Health Foundation's TRAIN Policies:
<https://www.train.org/main/terms-of-use>
3. Ensure content is accessible for all learners. This includes ensuring all content is approved according to your Agency's policy for externally available web content. Any content that is visible to groups external to only your organization must comply with [Section 508 accessible standards](#).
4. Review the TRAIN CDPH Secondary Admin and Course Provider Manual and TRAIN tutorials available on the Admin page of County's TRAIN CDPH account.
5. Ensure all County learners use their work email, phone number, and address when creating a TRAIN CDPH account.
6. It is the responsibility of the Course Provider to ensure their courses are approved through their organizational structure.
7. Course providers are required to have their own server space to host/house their own content. NOTE: Should CDPH cancel their TRAIN Affiliate agreement with Public Health Foundation (PHF); as a secondary administrator and course provider you will lose all secondary administrator and course provider capabilities. It is your responsibility as a course provider to safeguard your courses and associated data on TRAIN by either migrating your courses to another affiliate or to the national TRAIN catalog by contacting TRAIN support at training@phf.org.
8. Ensure course information such as content, course links, and contacts are accurate and the course launches and plays correctly.
9. Ensure the required information is entered into the TRAIN Course Wizard, including the items below. (A course provider checklist and competency/capability selection tool is available to assist.):
 - a. Naming Convention for Course Title, Assessments, Evaluations, Certificates – must follow this naming convention:
 - i. The Organization Prefix in front of the course title.
 - ii. Do not list the course date (or fiscal year) in the title
 - iii. Do list the edition of the course if it is the 2nd edition or beyond.
 - b. Publish Date.
 - c. Expiration Date: All courses should be set to expire within **two years** after course approval but can be renewed for up to 5 years (can be updated at any time).

- d. Continuing Education (CE) accreditation statements and directions for obtaining CE (if applicable):
 - i. Course Providers must be approved as a CE Provider by the TRAIN CDPH Administrators.
 - ii. Course Providers providing CE must submit proof of external CE organization approval to teach content material and provide CE credits.
- e. Course Duration (in hours).
- f. Course Description – Clearly stated learning objectives or goals should be present in the course description.
- g. Skill Level and Course Format selected from the list provided in the TRAIN Course Wizard.
- h. Availability by setting TRAIN CDPH groups.
- i. Select Competencies and Capabilities.
- j. Course Sponsor and individual added to receive email notifications.
- k. Update Completion and Verification options.
- l. Thumbnail Picture for course homepage.
- m. SMART (Specific, Measurable, Attainable, Relevant, and Time bound) Learning Objectives
- n. At least one Public Health competency or capability matching the course content:
 - i. Competencies and Capabilities are selected during course development.
 - ii. Resources may be found at”
 - 1. [Competencies for Public Health Professionals | Public Health Gateway | CDC](#)
 - 2. [Core Competencies for Public Health Professionals | PHF](#)
- o. Course contacts must include a Subject Matter Expert (SME) and TRAIN Support at Course Provider Organization.
- p. Assessments. Please see the list below for all required and optional assessments that must be entered into the TRAIN Course Wizard.
 - i. Pre-Course Knowledge Assessment (Optional) – Designed to obtain baseline of learner knowledge before completing the education.
 - ii. Post Course Knowledge Assessment (Required) – Designed to measure effectiveness of training and if learner reached desired learning objectives.
 - 1. May be part of SCORM content or an Assessment in TRAIN.
 - 2. Alignment with course learning SMART objectives encouraged.
 - iii. Evaluations (Required) – Designed to measure customer satisfaction and solicit feedback for Course Provider.
 - iv. Custom Attributes/ Assessments – Must follow and meet all CDC Quality Training Standards listed under Custom Attributes. Can be found at:
<https://www.cdc.gov/trainingdevelopment/standards/index.html>

10. Approve learner course registrations in a timely manner (if the course is set for registration approval).
11. View this CDC overview video: https://youtu.be/FYD_Ka4Jn7o
12. Protect and not release or distribute any Personally Identifying Information (PII) from any course learner.
 - a. Personally Identifiable Information (PII) - California programs and partners, including course providers approved to list and manage courses or other learning content on TRAIN CDPH may have access to Personally Identifiable Information (PII) (e.g., first name, middle name, last name, DOB, street address, email, telephone, mobile, fax, pager, or equivalent fields) of learners. PII must not be shared or distributed, and your program must ensure PII is protected and managed accordingly.
 - b. Additional information about PII and how to protect it can be found in the Public Health Foundation's Privacy Policy:
<https://www.train.org/main/terms-of-use>
 - c. Programs that do not ensure adequate protection of PII will not be allowed to list content and retrieve data from TRAIN CDPH.
13. CDPH is not responsible for:
 - a. Assisting course providers create content.
 - b. Running reports for Course Providers.
14. CDPH will provide California Organizations with initial training and assistance in using the TRAIN CDPH Platform.
15. CDPH will approve courses in accordance with the course provider checklist in Section 9 of this MOU.
16. Either Party may terminate this MOU by providing thirty (30) calendar days advance written notice to the other Party. Such notice must be sent to:
 - a. **For the County:**
Director, Department of Public Health
County of Fresno
P.O. Box 11867
Fresno, CA 93775
DPHContracts@fresnocountyca.gov
 - b. **For CDPH:**
Susan Yang
California Department of Public Health
Office of Professional Development & Engagement
1615 Capitol Avenue

P.O. Box 997377, MS 0513
Sacramento, CA 95899-7377
susan.yang@cdph.ca.gov

- c. Any Party may at any time change the designation or address of the person specified to receive notice on their behalf by giving written notice in accordance with this Section 11. Notice of a change of address shall only be effective upon receipt.
17. CDPH may also terminate this MOU for cause without advanced written notice, in whole or in part, as a consequence of any of the following events:
- a. In case of a threat to life, health or safety of the public,
 - b. A violation of the law by the County, and/or
 - c. County's failure to comply with any condition of this MOU, which may include the improper use of the TRAIN CDPH learning platform.
18. Each Party shall indemnify, defend, and hold harmless the other Party and its officers, agents and employees from any claim (including for any claims raised by the Party's employees, contractors, or volunteers for claims for wages, income, or other employee benefits), liability, loss, injury or damage arising out of, or in connection with, the performance of this MOU by the Party and/ or its agents, employees or sub-contractors, including any claim based on or arising out of any unauthorized disclosure of confidential information by the Party and/ or its agents employees or subcontractors. This obligation does not apply to any 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 this MOU to provide the broadest possible coverage for each Party.
19. Section 18 is not intended to supersede or limit CDPH's and its employees' immunity conferred by Section 855.4 of the Government Code.
20. This MOU expresses all understandings of the Parties concerning the subject matter and shall constitute the entire MOU. No change or revisions shall be valid unless made in the form of a written amendment to this MOU that is formally approved and executed by all the Parties. 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.
21. This MOU shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. However, no assignment of this MOU or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

22. Ownership, use, and disclosure of any data associated with performance of this MOU shall be governed by the following: all state and federal privacy laws as applicable, including, but not limited to, the Information Practices Act of 1977 and the Health Insurance Portability and Accountability Act.

23. This MOU does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

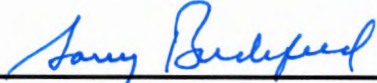
24. Section 18 and 19 shall survive the expiration or termination of this MOU.

25. Every use of the words "include" and "including" and any variations thereof in this MOU, is to be construed as meaning "include, without limitation" or "including, without limitation".

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

[The remainder of this page is intentionally left blank. Signature page follows.]

County of Fresno



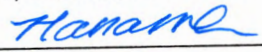
Garry Bredefeld, Chairman of the Board of Supervisors
of the County of Fresno

8-11-2026

Date

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

California Department of Public Health

By  Deputy

Merrill Domondon, CDPH OPDE Assistant Deputy Chief

Date