



Public Health Laboratory Fellowship and Internship Programs: an APHL-CDC Initiative Memorandum of Understanding

This Memorandum of Understanding (this “MOU”), dated as of _____, 2025, by and between the Association of Public Health Laboratories, Inc. (“APHL”) and County of Fresno, a political subdivision of the State of California (the “PH Laboratory”).

Background

1. The Centers for Disease Control and Prevention (“CDC”) has awarded APHL funding through Cooperative Agreement Number NU60OE000104 (CFDA #93.322) (the “Cooperative Agreement”) to establish and administer the Public Health Laboratory Fellowship and Internship Programs (the “PHL Fellowship and Internship Programs”).
2. Through the PHL Fellowship and Internship Programs, qualified participants will join a public health laboratory to gain valuable career experience.
3. As part of the PHL Fellowship and Internship Programs, participants will have to complete a competency-based core curriculum (“Core Curriculum”) established by APHL that outlines the knowledge, skills and abilities necessary for public health laboratory professionals to deliver core services efficiently and effectively.
4. The PH Laboratory desires to participate in the PHL Fellowship and Internship Programs.
5. This MOU sets out APHL’s roles and responsibilities in the PHL Fellowship and Internship Programs and outlines what will be expected of the PH Laboratory when selected to host a participant(s). Any fellow or intern placed at the PH Laboratory will be referred to in this MOU as a “participant”.

Terms of Understanding

I. APHL Responsibilities

- A.** APHL will be responsible for soliciting applications from applicants interested in participating in the PHL Fellowship and Internship Programs and will match applicants with participating public health laboratories.
- B.** As part of the application process, APHL will verify the applicant’s (1) conferred degree(s) and/or degree(s) in progress, (2) citizenship or residency status and (3) health insurance coverage (but APHL will not verify a health insurance plan or policy’s specific coverage).

C. Once an applicant is matched with the PH Laboratory, APHL will (1) notify the participant of the Mentor's (as defined below) contact information and (2) enter into an Agreement with the participant prior to the participant's anticipated start date at the PH Laboratory.

D. Using Cooperative Agreement funding, APHL will pay the participant a monthly educational stipend, and allocate professional development funding (fellows only), as specified in the Agreement.

E. APHL will develop, coordinate and administer the Core Curriculum. APHL will work with the participant to ensure that the participant has completed the Core Curriculum as part of their participation in the PHL Fellowship and Internship Programs.

F. Upon the PH Laboratory's request and upon receipt of requested reasonable supporting documentation from the PH Laboratory, APHL will remove the participant from the PHL Fellowship and Internship Programs for unsatisfactory performance or failure to follow PH Laboratory's policies, procedures, rules and regulations.

II. PH Laboratory Responsibilities

III. The PH Laboratory will designate a staff member (the "Mentor") who will supervise and oversee the participant's work while assigned to the PH Laboratory as part of the PHL Fellowship and Internship Programs. The Mentor will (1) provide guidance and supervision for the participant while on assignment at the PH Laboratory and (2) act as the liaison to APHL in connection with the participant's assignment. The Mentor will also evaluate the participant's progress and performance at intervals specified by APHL and at other times at the Mentor's discretion.

IV. The PH Laboratory will provide the participant the applicable rules, regulations, training and procedures of the PHL Laboratory and, upon APHL's reasonable request, will provide APHL with a copy of the same.

V. The PH Laboratory will make facilities, supplies, and equipment, as appropriate, available to the participant.

VI. The PH Laboratory will orient the participant assigned to its facility on matters such as the PH Laboratory's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.

VII. In consultation and coordination with APHL, the PH Laboratory will have the right to terminate a participant's participation in the PHL Fellowship and Internship Programs when the participant's performance at the laboratory is unsatisfactory or their behavior is dangerous, disruptive or detrimental.

VIII. If the participant is injured at the PHL Laboratory, the PH Laboratory will provide for the prompt and appropriate transfer for emergency treatment of such injuries. In such an event, PH Laboratory has voluntarily elected to cover participants under its Workers' Compensation insurance policy.

IX. The PH Laboratory will allow vehicle parking for the participant, but if there is a charge for such parking, the participant will pay for such charge.

X. The PH Laboratory will promptly notify APHL if a participant is, in the PH Laboratory's judgment, unprepared or unable to safely participate in the assignment while placed at the PH Laboratory.

XI. Indemnity. Each party shall indemnify and hold harmless and defend the other party (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the indemnifying party (or any of its officers, agents, subcontractors, or employees) under this MOU. An indemnified party may conduct or participate in its own defense without affecting the indemnifying party's obligation to indemnify and hold harmless or defend the indemnified party.

XII. Term and Termination

Unless earlier terminated in accordance with this Section, this MOU will be effective as of the date first signed by both parties below (the "Effective Date") for a period of one year after the Effective Date. Either party may, at any time, with or without cause, cancel this MOU by providing the other party with 90 days' prior written notice. Any early termination will not become effective with respect to any participant then participating in an assignment at the PH Laboratory until such time as that participant's scheduled assignment is complete, provided that the PH Laboratory continues to have sufficient staffing and other resources to continue the assignment until that date.

XIII. Confidentiality

APHL will instruct any participant to respect the confidential nature of information that they may have access to while on assignment at the PH Laboratory. All services performed by the participant under this MOU shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

XIV. Notice

Any notices required under this MOU must be in writing and delivered to the other party either (1) by email or (2) by mail, registered or certified, postage prepaid with return receipt requested. Notices must be addressed to the parties at the addresses appearing in this section, until and unless such party changes the specified address by written notice to the other.

If to APHL:

Association of Public Health Laboratories
Attention: Fellowship and Internship Programs Manager and Legal Department
7700 Wisconsin Avenue, Suite 1000
Bethesda, MD 20814
Email: fellowships@aphl.org or internships@aphl.org and legal@aphl.org

If to the PH Laboratory:

Fresno County Department of Public Health

Attention: DPH Laboratory

1221 Fulton Street

Fresno, CA 93721

Email: jprado@fresnocountyca.gov and mapena@fresnocountyca.gov

XV. General Provisions

A. Each party to this MOU is an independent contractor with respect to their duties and obligations and there are no intended third-party beneficiaries.

B. If any part of this MOU is held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this MOU notwithstanding the part or parts found void or unenforceable.

C. This MOU may only be amended, modified, supplemented or rescinded pursuant to a writing signed by both parties.

D. The parties agree that this MOU may be signed electronically by one or both of the parties and that such electronic signature(s) will be deemed by the parties to be an original signature.

The parties, through their duly authorized representatives, have executed this MOU as of the day and year noted next to their respective signature below.

THE ASSOCIATION OF PUBLIC HEALTH LABORATORIES, INC.

By: _____
Name:
Title:

Date: _____

COUNTY OF FRESNO

By: _____
Name: Ernest Buddy Mendes
Title: Chairman of the Board of Supervisors of the County of Fresno

Date: _____