

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**UNIVERSITY OF THE PACIFIC**  
**and**  
**SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES**

**1.0 PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to develop academic and educational cooperation based on equality and reciprocity and to promote sustainable partnerships and mutual understanding between University of the Pacific (hereinafter referred to as "UOP") and San Joaquin County Public Health Services (hereinafter referred to as "SJCPHS"). Both UOP and SJCPHS may be referred to individually as the "party" or collectively as the "parties". SJCPHS and UOP shall remain separate entities, but for the purposes of participating in this MOU, the combined efforts and activities will be referred to as an Academic Health Department.

**2.0 SCOPE OF ACTIVITIES**

UOP and the SJCPHS aim to undertake cooperation in areas that may include, but are not restricted to, the following:

- 2.1 Student involvement in public health research, study, and service learning.
- 2.2 Exchange of faculty, staff, and research scholars. The purpose of the exchange is to have subject matter experts between both parties sharing education, training, and curriculum development.
- 2.3 Joint public health research activities on long COVID-19 in the underserved population in San Joaquin County and other relevant subjects identified by the parties.
- 2.4 Public health continuing education programs.
- 2.5 Organization and participation in seminars, symposia, short-term academic programs, and academic meetings.
- 2.6 Exchange of public health research and educational materials, publications, and academic information.

**3.0 ACTIVITY AGREEMENTS**

Before any activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party. Activity agreements will include such terms as the

following:

- 3.1 Responsibilities of each institution for the agreed upon activity.
  - 3.1.1 SJCPHS and UOP shall work together to achieve common goals as agreed upon by both parties.
  - 3.1.2 The education of undergraduate and graduate students shall continue to be the sole responsibility of UOP.
  - 3.1.3 The execution of public health programs at SJCPHS shall continue to be the sole responsibility of SJCPHS.
  - 3.1.4 SJCPHS agrees to accept students of UOP in jointly agreed upon teaching and public health research activities and field placements. UOP students will have an opportunity to be recruited for paid internships by SJCPHS.
  - 3.1.5 UOP agrees that it shall utilize the facilities and staff of SJCPHS for the education of undergraduate and graduate students so long as high standards of education and community service are maintained.
  - 3.1.6 UOP agrees, in accordance with its capabilities, to assist SJCPHS in providing graduate and continuing public health education programs. Such education programs may include regular "Public Health Professional Development," "Public Health Orientation" or "Public Health Annual Competencies" workshops focused on specific topics, and other special sessions as agreed upon.
  - 3.1.7 To the extent reasonably possible, UOP School of Health Sciences will make educational opportunities, by providing subject matter experts as guest speakers for professional development opportunities to SJCPHS and SJCPHS will reciprocate by providing subject matter experts as guest speakers in the classroom to enhance educational experiences of students. Topics could include data science, epidemiology, dashboard development, nurse clinical best practices, workshops and lunch and learn.
  - 3.1.8 UOP will give assistance to SJCPHS in the recruitment of staff to meet the needs for quality programs of public health education and delivery of services at SJCPHS.
  - 3.1.9 Facilities at SJCPHS shall not be allocated for the exclusive use of UOP and facilities at UOP shall not be allocated to the exclusive use of SJCPHS. However, each party shall identify space which can be used

by the other.

3.1.10 The Dean of the UOP School of Health Sciences shall be named as a non-paid Consultant to SJCPHS.

3.1.11 UOP School of Health Sciences will seek appointment of the Director of SJCPHS as adjunct faculty. The adjunct status will be non-paid.

3.1.12 Both SJCPHS and UOP shall retain the exclusive right to appoint their respective staff and division directors. SJCPHS shall have the right to remove any participant from any SJCPHS or County facilities, at its sole discretion, for violation of any SJCPHS policies. UOP shall have the right to remove any participant from any UOP facilities, at its sole discretion, for violation of any UOP policies.

3.1.13 An Academic Health Department Coordinator will be identified. The Academic Health Department Coordinator will be a UOP employee and SJCPHS will contribute exactly one-fifth (1/5<sup>th</sup>) of the total salary and benefits of the Academic Health Department Coordinator. UOP will invoice SJCPHS quarterly. The Academic Health Department Coordinator will be provided a designated workspace at SJCPHS as a non-county employee.

3.1.14 Under this MOU, internships both paid and unpaid will be defined by the use of a San Joaquin County Internship Agreement. SJCPHS staff will spend a couple hours a month at UOP for enhancing nurse educational skills.

### 3.2 Budgets and sources of finances for the activities.

3.2.1 Grant funds obtained for public health research projects involving both UOP and SJCPHS shall be distributed as determined by the granting agency or on such equitable basis as may be agreed upon by both parties.

3.2.2 Each party shall continue under the control of its own officers and boards of directors or trustees, and each shall remain solely responsible in all respects for the management of its own affairs.

3.2.3 The costs attributable to community public health programs shall remain the financial responsibility of SJCPHS. SJCPHS will not supplant potential union employees at UOP.

### 3.3 Management of intellectual property rights and publications.

3.3.1 SJCPHS agrees to encourage its staff to participate in public health

research projects and to provide facilities and access to data for public health research to the faculty of UOP in accordance with its capabilities.

- 3.3.2 UOP's Institutional Review Board Committee can be the mechanism for reviewing and recommending for approval public health research projects, including those initiated by either party when public health research projects involve staff in both parties.
- 3.3.3 Any publications as a result of public health research at SJCPHS by members of the faculty of UOP shall acknowledge both SJCPHS and UOP.
- 3.3.4 Other association agreements of SJCPHS or UOP need not be discontinued as a result of this agreement.
- 3.3.5 This agreement may be reviewed annually to address issues identified by either party to this agreement.

#### **4.0 COORDINATORS**

Coordinators shall be named by each institution to serve as liaisons for implementing this MOU. All activities conducted under the auspices of this MOU must have the endorsement of the coordinators. The Academic Health Department Coordinator will be appointed by UOP, who will serve as a subject matter expert for SJCPHS staff and will provide services for SJCPHS that will include staff development and opportunities such as: development of nursing curricula, creating nursing competencies, epidemiological dashboards, and simulation clinical lab skills trainings. The SJCPHS coordinator will be the SJCPHS Deputy Director. The SJCPHS Deputy Director will coordinate appropriate assignments, scheduling, communication, monitor invoicing, survey data feedback, workforce development leadership and quality improvement resources. Coordinators shall notify their counterparts should a new person be named to the position.

#### **5.0 RENEWAL, TERMINATION AND AMENDMENT**

- 5.1 This MOU shall remain in force for a period of five (5) years from the date of the last signature. This MOU may be extended by the written consent of the parties.
- 5.2 This MOU may be terminated by either party giving written notice to the other party at least 180 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.
- 5.3 This MOU may be amended only by the written consent of the parties.

- 5.4 Each party shall maintain adequate general liability insurance and workers' compensation insurance, or self-insurance. Upon request by the other party, a party is required to provide satisfactory evidence of such coverage or self-insurance. Neither party shall provide individual coverage for the other party's employees nor be responsible for accepted claims of the other party's employees. Each party is responsible for coverage of its own employees. Upon request by the other party, a party shall immediately provide proof of insurance or self-insurance, including Workers' Compensation and General Liability, covering its employees.
- 5.5 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 sub-contractors. 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. Each party shall reimburse the other party for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which a party contests its obligation to indemnify, defend and/or hold harmless the other party under this MOU and does not prevail in that litigation.


IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective authorized representatives.

**UNIVERSITY OF THE PACIFIC**

**COUNTY OF SAN JOAQUIN  
PUBLIC HEALTH SERVICES**

*Gretchen Edwalds-Gilbert*

By: ~~Signed: Saturday, October 21, 2023~~  
Gretchen Edwalds-Gilbert  
Provost & Executive Vice President for Academic Affairs

By:   
Greg Diederich  
Director, Health Care Services

Date: 10/20/2023

Date: 10-20-2023

**APPROVED AS TO FORM:**

*Quendrith Macedo*

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Quendrith Macedo  
Deputy County Counsel