

## FELLOW SUPPORT AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the **COUNCIL OF STATE AND TERRITORIAL EPIDEMIOLOGISTS (CSTE)**, hereinafter referred to as the "INSTITUTION".

### RECITALS

**WHEREAS**, INSTITUTION provides works to advance public health policy and increase epidemiologic capacity. We also provide information, education, training, and developmental support of practicing epidemiologists in a range of areas, as well as expertise for program and surveillance efforts, which requires off-site experiences. CSTE provides an Applied Epidemiology Fellow (AEF) with a CSTE-provided stipend, with the goal of training the AEF in local public health, communicable disease epidemiology, and cluster and outbreak detection and various projects (hereinafter the INSTITUTION's PROGRAM); and

**WHEREAS**, COUNTY has facilities and professional staff suitable for the INSTITUTION's PROGRAM; and

**WHEREAS**, it is to the mutual benefit of the parties hereto that fellows use COUNTY facilities for the INSTITUTION's PROGRAM; and

**WHEREAS**, COUNTY is willing to allow INSTITUTION to place fellows in the Public Health Department for PROFESSIONAL DEVELOPMENT.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. COUNTY shall:**

- A. Provide and maintain facilities, as presently available and as necessary, for INSTITUTION's PROGRAM.
- B. Ensure that each fellow is assigned a COUNTY mentor to oversee the training and activities of the fellow, ensure that the fellow is familiar with relevant epidemiology techniques in a given specialty, and encourage the overall professional development of the fellow. If possible, COUNTY's mentor will provide opportunities for the fellow to participate in other public health activities that will expand the fellow's scope and depth of epidemiologic knowledge and/or expand his/her job-related capabilities. Upon arrival at the host site, the fellow and COUNTY mentor will develop a mutually agreed upon Plan of Action (course of study/work assignments/research that outlines the projects that will facilitate achievement of competencies) for the duration of the fellowship. COUNTY's mentor will work with the fellow to conduct a performance evaluation every six months during the course of the fellowship appointment.
- C. COUNTY will ensure the fellow's Plan of Action is based upon the original billet submitted by COUNTY. COUNTY will submit to INSTITUTION the fellow's Plan of Action on or before the 90th day of the fellowship.

- D. If possible, receive prior written approval from INSTITUTION in the event of a COUNTY mentor change or host site change. In the event of a COUNTY mentor change, the COUNTY will work with the fellow to secure a mentor replacement.
- E. Provide emergency first aid for any fellow who becomes sick or injured by conditions arising out of or in the course of fellow's participation in the INSTITUTION's PROGRAM at COUNTY.
- F. Have the right, after consultation with INSTITUTION, to discontinue the assignment of any fellow at any time during the period of this Agreement, or refuse to accept any of INSTITUTION's fellows who, in COUNTY's judgment, are not participating satisfactorily. Fellows not following COUNTY policies will be removed from COUNTY facilities immediately.
- G. Provide required Health Insurance Portability and Accountability (HIPAA) Privacy and Security training to all fellows participating in the INSTITUTION's PROGRAM at COUNTY. COUNTY shall maintain records documenting this training.
- H. The Fellow will work 40 hours a week. The County will not schedule Fellows on County Holidays. The County and the Fellow will agree to a mutually acceptable schedule that includes allowing the Fellow at a minimum 10 days off per calendar year.
- I. COUNTY will strongly consider providing Fellow with opportunities for the Fellow to participate in other public health activities that will expand the fellow's scope and depth of epidemiologic knowledge and/or expand his/her job-related capabilities.
- J. Should Fellow be required to participate in or attend meetings on behalf of COUNTY, COUNTY shall assume responsibility for any expenses incurred by the Fellow.

**2. INSTITUTION shall:**

- A. In consultation and coordination with COUNTY's representatives, plan the INSTITUTION's PROGRAM to be provided to fellows under this Agreement and, establish a rotational plan for the INSTITUTION's PROGRAM by mutual agreement between representatives, if appropriate.
- B. In consultation and coordination with COUNTY's staff, arrange for periodic conferences between appropriate representatives of INSTITUTION and COUNTY to evaluate the INSTITUTION's PROGRAM.
- C. Designate the fellows who are enrolled in INSTITUTION to be assigned for the INSTITUTION's PROGRAM at COUNTY, in such numbers as are mutually agreed to by both parties.
- D. Oversee the INSTITUTION's PROGRAM given at COUNTY to the assigned fellows and provide the supervisory instructors for the INSTITUTION's PROGRAM provided for under this Agreement. Keep all attendance and other records as may be required by INSTITUTION of fellows participating in the INSTITUTION's PROGRAM.
- E. Instruct Fellows that they will be expected to follow all applicable COUNTY policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of INSTITUTION and COUNTY, which shall be reviewed and provided to Fellow by COUNTY.
- F. Require fellow to actively participate in the INSTITUTION's PROGRAM as described above.

- G. Certify to COUNTY, at the time each fellow first reports at COUNTY, that fellow has complied with the following:
- i. Provided evidence of health insurance coverage;
  - ii. Completed training for blood borne pathogens, standard precautions, and respiratory protection. This education and training shall include, but not be limited to, the proper handling of blood and body fluids, preventative measures of exposure to blood and body fluids, and risks concerning the Hepatitis B Virus. INSTITUTION will maintain records documenting this training as well as a letter signed by each fellow indicating their choice of receiving or not receiving the vaccine to the Hepatitis B virus;
  - iii. Completed an examination for physical fitness. INSTITUTION shall maintain records that fellow has been immunized against these required communicable diseases: varicella, measles, mumps, rubella, rubeola, Tdap, Hepatitis B and seasonal influenza;
  - iv. Completed a Tuberculosis test which resulted in a negative tuberculin skin test or negative chest x-ray;
  - v. Fellow shall execute the following:
    - a. Confidentiality of Information, Business Equipment Agreement, and Use of Information Technology form;
    - b. Employee Statement Elder and Dependent Adult Abuse Reporting form; and
    - c. Employee Statement Child Abuse Report Chart.
  - vi. If required to drive for fellowship activities, fellow shall carry auto liability insurance as required by state law; and
  - vii. Each fellow shall wear identification.
3. **WORKERS' COMPENSATION COVERAGE.** Fellows are volunteers of COUNTY and are not entitled to workers' compensation coverage. INSTITUTION agrees and understands that no Fellow shall be permitted to use COUNTY facilities for the INSTITUTION's PROGRAM unless the Fellow first executes a waiver and release agreement with the County, as attached hereto in Exhibit A.
4. **INDEPENDENT CONTRACTOR.** INSTITUTION shall perform all of its obligations and responsibilities under this agreement as an independent contractor. Under no circumstances shall INSTITUTION, its officers, employees, agents, and/or fellows be considered the employees, agents, principals, partners or joint ventures of COUNTY. INSTITUTION, its officers, employees, agents, and fellows shall not be entitled to any benefits provided or available to COUNTY employees. INSTITUTION shall be solely responsible for providing all legally-required benefits to its officers, employees, agents and fellows.
5. **INDEMNITY.** INSTITUTION shall be responsible for damages caused by the negligence of INSTITUTION's officers, agents, employees and fellows occurring in the performance of this Agreement. COUNTY shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention of INSTITUTION and COUNTY that the provisions of this paragraph be

interpreted to impose on each party responsibility for the negligence of their respective officers, agents, employees and fellows.

6. **INSURANCE.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement. INSTITUTION will ensure that the Fellow has professional and general liability insurance in the amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a three (3) year extended reporting period. County shall be named as an additional insured on the fellow's general liability policy. If required to drive for fellowship activities, fellow shall carry auto liability insurance as required by state law. Certificates of Insurance and Additional Insured Endorsements shall be submitted to the County prior to any services commencing.
7. **NO MONETARY OBLIGATION.** There shall be no monetary obligation on INSTITUTION or COUNTY, one to the other.
8. **NONEXCLUSIVE AGREEMENT.** Parties agree that this is not an exclusive Agreement and that each has the right to negotiate with and enter into contracts with others providing the same or similar services as those described herein.
9. **TERM OF AGREEMENT.** This Agreement shall be for a period of five (5) years, terminating on August 16, 2027. Either party may terminate this agreement after giving the other party thirty (30) days advance written notice of its intention to so terminate.
10. **NONDISCRIMINATION.** COUNTY hereby notifies INSTITUTION that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and INSTITUTION agrees to comply with said ordinance.
11. **ASSIGNMENT.** INSTITUTION shall not assign any of INSTITUTION's rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination
12. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
13. **COMPLIANCE WITH LAW.** INSTITUTION shall, at INSTITUTION's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of INSTITUTION in any action or proceeding

against INSTITUTION, whether COUNTY be a party thereto or not, that INSTITUTION has violated any such ordinance or statute, shall be conclusive of that fact as between INSTITUTION and COUNTY.

14. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

15. **NOTICES.** Any written notice given under this Agreement shall be sent by certified or registered mail to each address below:

To COUNTY:                Contracts Unit  
                                      Public Health Department  
                                      300 N. San Antonio Road, Bldg 8  
                                      Santa Barbara, CA 93110  
                                      Email: phdca@sbcphd.org

To INSTITUTION:        Council of State and Territorial Epidemiologists  
                                      2635 Century Parkway NE  
                                      Suite 700  
                                      Atlanta, GA 93045  
                                      [AEF@cste.org](mailto:AEF@cste.org)

16. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

17. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **NO WAIVER OF DEFAULT.** No delay or omission of either Party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

19. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument

20. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, INSTITUTION hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which INSTITUTION is obligated, which breach would have a material effect hereon.
21. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
22. **IMMATERIAL AMENDMENTS.** The Public Health Director, or designee, is authorized to make immaterial amendments to the Agreement such as updating the Designated Representative, updating addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, or total contract amount, in accordance with Section 12 and upon review and concurrence by County Counsel.

(Signatures on next page)

Fellow Support Agreement between the **County of Santa Barbara** and **Council of State and Territorial Epidemiologists (CSTE)**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA**

Joan Hartmann

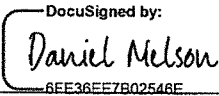
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

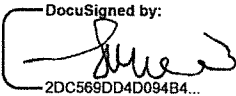
**RECOMMENDED FOR APPROVAL:**

Daniel Nielson  
Interim Public Health Dept Director

By:  \_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By:  \_\_\_\_\_  
Risk Management

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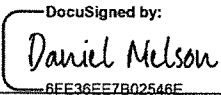
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Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

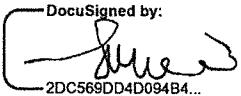
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Department Head

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Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By:  \_\_\_\_\_  
Risk Management



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**Council of State and Territorial Epidemiologists (CSTE)  
(INSTITUTION)**

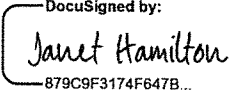
By:   
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\_\_\_\_\_  
Janet Hamilton  
Title: Executive Director  
\_\_\_\_\_  
Date: 9/30/2022  
\_\_\_\_\_

EXHIBIT A

FELLOW WAIVER AND RELEASE AGREEMENT

In exchange for permission to participate in the CSTE Fellowship Program which uses the County of Santa Barbara's facilities, (referred to below as "Activity") I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the County of Santa Barbara its officers, officials, employees, and volunteers (collectively, "County") as a result of my participation in the Activity.

I agree that my participation in the Activity will at all times be as an uncompensated not as an employee of the County, and that I will not receive or claim entitlement to any compensation or benefit of employment.

This release is intended to discharge the County, from and against any and all liability arising out of or connected in any way with my participation in the Activity, even though that liability may arise out of the negligence or carelessness on the part of the County.

I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the County who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I HAVE READ THIS ENTIRE DOCUMENT, AND FULLY UNDERSTAND AND AGREE WITH ITS PROVISIONS.

_____	_____	_____
Name of Volunteer (printed)	Signature of Volunteer (signed)	Date

_____	_____	_____
Name of Parent or Legal Guardian (printed)	Signature of Parent (signed)	Date