

OUTREACH EDUCATION AGREEMENT

This Outreach Education Agreement (“Agreement”) is entered into and effective as of September 1, 2020 (the “Effective Date”) by and between the University of Utah, a body politic and corporate of the State of Utah, on behalf of its Utah Poison Control Center (“University”) and San Juan Public Health Department of the State of Utah (“Health District”).

RECITALS

- A. The University wishes to contract with Health District to provide a variety of services in connection with educational outreach efforts; and
- B. Health District has the qualified personnel, equipment and experience necessary to perform such services; and
- C. The University and Health District wish to enter into this Agreement for the purpose of setting forth the general terms and conditions upon which Health District will perform the services.

AGREEMENT

In consideration of the mutual promises, conditions and undertakings set forth herein, the parties agree as follows:

- 1. Scope of Work. Health District agrees to perform for the University those services (the “Services”) described in “Scope of Work September 1, 2020-Aug 1, 2021,” which is attached hereto as Appendix A and incorporated herein by this reference (the “Scope of Work”). In the event of any conflict or inconsistency between the Scope of Work and this Agreement, this Agreement shall control.
- 2. Compensation and Payment. Compensation will be provided for completion of outreach activities outlined in the Scope of Work. Payment will be provided after receipt of invoice for services outlined in Scope of Work up to the maximum amount authorized in Scope of Work.

Health District shall invoice the University for all fees and included expenses (the “Compensation”) by the last day of the contract period. Invoices shall include such information as the University may reasonably request, including without limitation a description of the work, the person performing the work, the date the work was performed, the number of hours worked, and a general description of all expenses (with supporting documentation provided if requested). Compensation shall be paid by the University in accordance with all applicable University policies and procedures, and shall be delivered to Health District within 30 days after receiving Health District’s invoices.

The parties agree that the total Compensation paid to Health District for the Services shall not exceed the sum of \$2,500 (unless otherwise agreed by the parties in writing).

3. Term. The term of this Agreement shall commence on the Effective Date and continue for a term of eleven (11) months or until completion of the Services if the Services are completed in less than eleven (11) months.

4. Equipment. All equipment, software, instruments and materials purchased or licensed using funds provided by the University shall remain under the ownership and control of the University.

5. Work Product. Health District shall provide the University with reproducible copies of all studies, reports, software, books, records, and all other documents developed or prepared in the performance of the Services (the "Work Product"). All such Work Product shall be the sole property of the University. Health District hereby assigns and conveys to the University all of its right, title and interest, in and to all Work Product and intellectual property rights developed or acquired by Health District in connection with the performance of the Services, including but not limited to all copyrights and patents. Health District warrants that: (i) the Services will be performed in a professional and competent manner by competent personnel; and (ii) all Work Product delivered by Health District to the University under this Agreement constitutes original work and does not infringe upon the proprietary rights of others, or if such Work Product is not original work, Health District has obtained all rights necessary to the University's use of such Work Product.

6. Confidentiality. Health District shall consider all information provided by the University and all information developed or otherwise acquired by Health District in connection with the Services, including without limitation all studies, reports, software, books, patient records and information, hospital records and information, and all other documents, data or information developed, prepared or acquired in connection with the Services and this Agreement, to be proprietary and confidential unless such information is otherwise available from public sources. Health District shall not disclose or publish such proprietary and confidential information to any person other than the University, for any purpose, without the prior written authorization of the University.

7. Indemnification. Health District shall indemnify, defend and hold harmless the University, its directors, officers, agents and employees against any actions, suits, proceedings, liabilities and damages to the extent caused by (i) any negligent act or omission of Health District, its officers, agents or employees in connection with the performance of the Services and this Agreement; and (ii) any claim that any Work Product delivered under this Agreement infringes any patent, copyright, trademark, service mark or other intellectual property right.

8. Insurance. Throughout the term of this Agreement, Health District shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Health District shall also maintain, if applicable to Health District's operations or performance under this Agreement, Business Automobile Liability insurance covering Health District's owned, non-owned and hired motor vehicles. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

Health District shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services under this Agreement. Health District shall also maintain "all risk" property insurance at replacement cost applicable to Health District's property or its equipment.

Health District's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of this Agreement. The University of Utah shall be named as an additional insured party on the Commercial General Liability insurance policy. Health District will cause any of its subcontractors who provide any materials or perform any operation relative to this Agreement, to also maintain the insurance coverages and provisions listed above.

Upon request, Health District shall submit certificates of insurance as evidence of the above required insurances to the University prior to the commencement of this Agreement (mail to: University of Utah, Office of Risk and Insurance Management, 201 South Presidents Circle, Room 110, Salt Lake City, Utah 84112, Attn: Risk Manager.) Such insurance certificates shall provide the University with thirty (30) calendar days written notice prior to the cancellation of coverage, sent to the above address.

9. Compliance with Laws. In performing the Services, Health District shall comply with all applicable federal, state and local laws, regulations and orders, and all applicable policies of the University. Health District shall obtain, at its expense, all required government licenses, permits and approvals for the performance of the Services, except those licenses, permits and approvals which the Scope of Work specifies will be obtained by the University.

10. Conflicts of Interest. With respect to all products, goods, and services which are or may be offered by or through Health District in connection with this Agreement, Health District hereby represents and warrants that Health District does not have any direct or indirect financial incentive or other interest: (i) in any such products, goods, or services; or (ii) with any Third Party Vendor providing such products, goods or services. In the event any actual or potential conflict of interest should arise, Health District shall immediately notify and disclose to the University, in writing, the specifics of any such conflict of interest.

11. Relationship of Parties. In assuming and performing the obligations of this Agreement, the University and Health District are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent or employee of the other.

12. Termination. The University may terminate this Agreement at any time, with or without cause, by giving written notice thereof to Health District. Termination shall be effective fifteen (15) days after receipt of notice. Termination shall not relieve either party of any obligation, including without limitation the obligation to pay for Services provided, or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind any payments made prior to the time of such termination.

13. Miscellaneous.

13.1 Assignment. Neither party shall assign or transfer any interest in this Agreement, subcontract any portion of the work to be performed, or assign any claims for money due or to become due under this Agreement, without the prior written consent of the other party.

13.2 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without application of any principles of choice of laws.

13.3 Equal Opportunity. Neither party shall discriminate against any employee, applicant for employment, or recipient of services on the basis of race, religion, color, sex, age, disability, or national origin.

13.4 Taxes. Health District shall pay all taxes which may be levied or incurred in connection with the performance of any services under this Agreement, including taxes levied or incurred against Health District's income, inventory, property, sales, or other taxes.

13.5 Severability. In the event any provision in this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein; provided that the Agreement as so modified preserves the basic intent of the parties.

13.6 Nonwaiver. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such waiver shall not affect the waiving party's rights with respect to any other or further breach.

13.7 Entire Agreement. This Agreement, together with each of the appendices hereto, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement may not be amended, modified or canceled except as provided by written agreement of the parties signed by the party against whom enforcement is sought.

13.8 Notices. Any formal notice, request, consent and other communication hereunder shall be in writing and may be (a) delivered by hand, or (b) sent by nationally recognized courier service, or (c) by confirmed fax, or (d) by certified first class mail, postage prepaid, return receipt requested, to the addresses set forth in the Scope of Work. Such notice shall be deemed to have been duly given (a) on the day of actual delivery, if given by hand or by courier, (b) on the date when sent, as evidenced by a printed confirmation report of delivery, if sent by fax, or (c) three (3) business days after deposit in the U.S. mail. Addresses may be changed by notice given pursuant to this Section.

13.9 Survival. Those provisions of this Agreement which by their context are clearly intended to survive termination shall survive termination of this Agreement.

13.10 Marketing. Health District shall not use the name or any trademark of the University of Utah in any promotional or marketing materials or activities, without the University's prior written consent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

San Juan Public Health Department

UNIVERSITY OF UTAH

By: _____
(Signature)

By: ML Good, MD
Michael L. Good

Title: Health Officer

Title: Senior VP for Health Sciences
University of Utah

8/27/20

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SCOPE OF WORK

Utah Poison Control Center (UPCC) Health District Partnership
September 1, 2020 – August 1, 2021

Goal: To promote and enhance poison prevention education to all ages in local health districts.

Community Activities	Budget	Documentation
<p>Health Fairs Oversee participation in at least 4 community health fairs or equivalent community activities. These may include virtual events and/or distribution of education materials.</p>	\$400*	<ul style="list-style-type: none"> Document each activity and number of participants in UPCC online education system
<p>Older Adult (Senior ≥60) Education Conduct at least 3 activities (health fairs or presentations) focused on a senior population. These may include virtual events and/or distribution of education materials and should be specific to this audience.</p>	\$300*	<ul style="list-style-type: none"> Document each activity and number of participants in UPCC online education system Submit evaluation (for presentations only), after completing events via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
<p>Outreach to Adult (<60) Audiences Conduct at least 5 activities (health fairs or presentations) to adult audiences (i.e. church groups, civic groups, WIC, young adult groups). These may include virtual events and/or distribution of education materials and should be specific to this audience.</p>	\$500*	<ul style="list-style-type: none"> Document each activity and number of participants in online education system Submit evaluations (for presentations only), after completing events via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
<p>School Prevention Education Conduct at least 3 activities in any combination. These may include virtual events and/or distribution of education materials and should be specific to this audience.</p> <ul style="list-style-type: none"> Elementary or secondary school presentation Train school nurses on using UPCC lesson plans Provide and train local PTAs with UPCC youth curriculum 	\$400*	<ul style="list-style-type: none"> Document each activity and number of participants in online education system Submit evaluations (for presentations only), materials used, and other pertinent documentation after completion of each event via email, postal mail, or fax. Note: UPCC presentations (or a portion of them) should be used when conducting a presentation.
<p>Poison Prevention Week (PPW) during March Conduct at least 3 activities in any combination:</p> <ul style="list-style-type: none"> Promote PPW to local media and government (i.e. proclamations, press releases, social media campaigns) Distribute materials to pharmacies, physician's offices or other organizations Work with local groups such as Safe Kids, daycares, libraries, schools etc. to incorporate PPW messages <ul style="list-style-type: none"> Distribute materials Utilize existing UPCC curriculum 	\$600*	<ul style="list-style-type: none"> Submit record of activities and all media promotion via email, postal mail, or fax Submit documentation of materials distributed via email, postal mail, or fax <p>NOTE: Media documentation is not part of the online education database. Email, postal mail, or fax documentation to UPCC</p>

<p>Social Media/Online Outreach Post poison related content (aside from PPW) at least 4 times by doing any of the following:</p> <ul style="list-style-type: none"> • Share/Pin/Retweet UPCC post (Facebook, Pinterest or Twitter) • Post poison related content on your Facebook, Twitter, Blog or other social media platform, or on your website 	\$200*	<ul style="list-style-type: none"> • Tag UPPC on the post so we will be notified @utahpoison on Instagram and Twitter, type in Utah Poison Control Center on Facebook and select our page OR • Submit record of activities via email with a link to the post OR • Email content of the post, date of the post, and the online platform used
<p>Staff Training</p> <ul style="list-style-type: none"> • Train new staff on UPCC outreach education and/or grant requirements and/or • Attend UPCC updates in person, by phone, or through Utah Telehealth Network 	\$100*	<ul style="list-style-type: none"> • Submit training summary/description via email, postal mail, or fax
Total	\$2,500*	

* Reimbursement will be made in accordance with the contractual agreement and after submission of supporting documentation at the end of the contract period.

Note: provisions have been included in this Scope of Work to accommodate limitations due to the COVID-19 pandemic and provide opportunities to continue poison prevention education in local communities throughout Utah.

The Utah Poison Control Center will provide resources to aid in contract requirements and to conduct the following programs:

- Elementary school programs
 - Poison Safety with Spike
 - Poison Smart
- Middle school programs
 - What's Under Your Nose? - Inhalant Abuse Prevention
 - Buzz in a Bottle-Energy Drink Dangers
 - Babysitter Guide to Poison Prevention
- Parent/Adult program
 - Teen parent education
 - Poison Prevention... Keeping Families safe
- Older adult (senior) program
 - Taking Your Medicines Safely

All above items are available online to download at:

<http://poisoncontrol.utah.edu/publiced/index.php>

- Stickers, magnets, and print brochures can be ordered online after creating an account at: <https://app.healthcare.utah.edu/poison/app>
- Support from UPCC Outreach Coordinator
 - Sherrie Pace – sherrie.pace@hsc.utah.edu
801-587-0607 (office)
801-585-6982 (fax)



Health Officer
San Juan Public Health

Date

Health Promotion Director
San Juan Public Health

Date