

OUTREACH EDUCATION AGREEMENT

This Outreach Education Agreement (“Agreement”) is entered into and effective as of September 1, 2024 (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, 2024-Aug 1, 2025,” 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 \$3,000, 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. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the Health District and the University shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the Health District nor University shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

8. Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

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.

13.5 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.

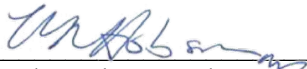
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

San Juan County

X _____ Date: _____
Jamie Harvey

Title: County Commission Chair

University of Utah

X  _____ Date: 9/4/2024
Wendy Hobson-Rohrer, MD, MSPH

Title: AVP for Health Sciences Education
University of Utah

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SCOPE OF WORK

Utah Poison Control Center (UPCC) Health District Partnership September 1, 2024 – August 1, 2025

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

Community Activities	Budget	Documentation
<p>Health Fairs Participate in at least 4 community health fairs or equivalent community activities.</p>	\$500*	<ul style="list-style-type: none"> Document EACH activity and number of participants by entering it in the UPCC online education system
<p>Older Adult (Senior ≥60) Education Conduct at least 3 separate activities (health fairs or presentations) focused on an older adult population.</p>	\$375*	<ul style="list-style-type: none"> Document EACH activity and number of participants by entering it in the UPCC online education system Submit evaluation (for presentations only) electronically at this link. UPCC lesson plans/presentations (or a portion of them) should be used when giving a presentation
<p>Outreach to Adult (<60) Audiences Conduct at least 5 separate activities (health fairs or presentations) to adult audiences (i.e. church groups, civic groups, WIC, young adult groups).</p>	\$625*	<ul style="list-style-type: none"> Document EACH activity and number of participants by entering it in the UPCC online education system Submit evaluations (for presentations only) electronically at this link. UPCC lesson plans/presentations (or a portion of them) should be used when giving a presentation
<p>School Prevention Education Conduct at least 3 separate activities in any combination.</p> <ul style="list-style-type: none"> Elementary or secondary school presentation or health fair Train school nurses on using UPCC lesson plans Provide and train local PTAs with UPCC youth curriculum 	\$375*	<ul style="list-style-type: none"> Document EACH activity and number of participants by entering it in the UPCC online education system Submit evaluation (for presentations only) electronically at this link. UPCC lesson plans/presentations (or a portion of them) should be used when giving a presentation
<p>National Poison Prevention Week (NPPW) during March Conduct at least 3 activities in any combination:</p> <ul style="list-style-type: none"> Promote NPPW 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 promote NPPW messages <ul style="list-style-type: none"> Distribute materials Utilize existing UPCC curriculum 	\$700*	<ul style="list-style-type: none"> Submit record of activities and all media promotion including images, screen shots or other verification via email to sherrie.pace@hsc.utah.edu or in the reporting/documenting file at this link For social media activities, tag UPCC on the post so we will be notified @utahpoison Submit list of any materials distributed via email to sherrie.pace@hsc.utah.edu or in the reporting/documenting file at this link <p>NOTE: Media events are not part of the online education database. If you do a media event, email the details rather than entering in the database</p>

<p>Social Media/Online Outreach Post poison related content (aside from NPPW) at least 6 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, Instagram, Blog, other social media platforms, or on your website 	\$300*	<ul style="list-style-type: none"> • Tag UPPC on the post so we will be notified @utahpoison AND • Submit record of activities including the date it was posted, platform used, content of the post and provide images, screenshots, or other verification via email to sherrie.pace@hsc.utah.edu or in the reporting/documenting file at this link
<p>Staff Training</p> <ul style="list-style-type: none"> • Train new staff on UPCC outreach education and/or grant requirements AND/OR • Participate in a training or Q&A session with UPCC staff 	\$125*	<ul style="list-style-type: none"> • Submit training summary or description via email to sherrie.pace@hsc.utah.edu or in the reporting/documenting file at this link
Total	\$3,000*	

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

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 specific to contracted health districts at:
<https://app.healthcare.utah.edu/poison/app>
- Support from UPCC Outreach Education Manager
 - Sherrie Pace – sherrie.pace@hsc.utah.edu
 801-587-0607 (office)
 801-585-6982 (fax)

