

**UTAH PUBLIC HEALTH ASSOCIATION**  
476 East South Temple #209, Salt Lake City, Utah 84111

**C O N T R A C T**

1. CONTRACT NAME: The name of this Contract is Utah Public Health Conference Partner Organization Agreement.
2. CONTRACTING PARTIES: This Contract is between the Utah Public Health Association (UPHA), and the Health Education Association of Utah (CONTRACTOR).
3. CONTRACT PURPOSE: The purpose of this contract is to formalize the responsibilities and relationships between the organizations that plan and implement annual Utah Public Health Conferences (CONFERENCES).
4. CONTRACT PERIOD: The period of this Contract will be for five CONFERENCES, a five year period, January 1, 1999 through December 31, 2004, unless terminated or extended by agreement in accordance with the terms and conditions of this Contract.
5. CONTRACT PAYMENTS: The CONTRACTOR will be paid in accordance with the provisions in this Contract, which includes the details of the payment of proceeds from the CONFERENCES between the partner organizations and UPHA.
6. CONTRACT INQUIRIES: Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR  
Contact Person:  
Business Address:

UPHA  
Contact Person: UPHA President  
Business Address: 476 E. So. Temple #209, SLC, UT  
84111

(a) REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: **SPECIAL PROVISIONS**  
Attachment B: **STANDARD TERMS AND CONDITIONS**

8. PROVISIONS INCORPORATED INTO THIS CONTRACT BY REFERENCE, BUT NOT ATTACHED HERETO: All other governmental laws, rules, regulations, or actions applicable to services provided herein. If the Contractor has provided the UPHA with Assurances, then the UPHA is entering into this agreement based upon the Assurances provided by the Contractor and the Assurances are incorporated by reference.

This Contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties sign this Contract.

CONTRACTOR:

Utah Public Health Association

By: \_\_\_\_\_  
Signature of Authorized Individual      Date

By: \_\_\_\_\_  
UPHA President      Date

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Federal Tax Identification

\_\_\_\_\_  
UPHA Board Representative:      Date

Attachment A  
**SPECIAL PROVISIONS**

(Unless otherwise noted, all provisions are for each year of the CONTRACT PERIOD outlined herein)

1. SERVICES:

The CONTRACTOR will:

- a) Participate in the planning and executing of the CONFERENCES by appointing representative(s) to serve on the CONFERENCES Planning Committees.
- b) The Planning Committee representative(s) will actively participate in planning and executing the activities required for the CONFERENCES as assigned by the Committee Chair(s).

The UPHA will

- a) Appoint the Planning Committee Chair(s) who will coordinate the planning and executing of the CONFERENCES.
- b) Approve a budget of projected receipts and expenses for the CONFERENCES, and assist Committee in setting registration fees.

2. REPORTS:

The UPHA will:

- a) Collect and account for the registration funds for the CONFERENCES and provide registration and financial reports as requested by the CONTRACTOR.
- b) Prepare and distribute to CONTRACTOR a list of conference attendees who have claimed membership in the CONTRACTOR's organization, and a master list of all attendees.
- c) Distribute the proceeds from the CONFERENCES to the CONTRACTOR based on the percent of confirmed members in each of the CONFERENCES Partner organizations as describe herein. Payment will be made when the services and reports indicated above have been completed and approved by the UPHA.

The CONTRACTOR will:

Confirm actual membership of conference attendees from list provided by UPHA described herein, and return the list to UPHA in a timely manner.

3. PAYMENTS:

The UPHA agrees to share the proceeds from the CONFERENCES with the CONTRACTOR. The CONTRACTOR's share of the total proceeds will be based on the percent of attendees from each partner organization compared to the total number of member attendees from all partner organizations. The CONTRACTOR's share is calculated as in the example below:

**EXAMPLE: Conference Proceeds Share Calculation**

Total Paying CONFERENCES Attendees:	230			
Number of Members from Each Partner Organization	Member Count	% of Total Members	Total Conference Proceeds	Proceeds Share
UPHA	130	65%		\$650
CONTRACTOR	40	20%		\$200
Other Partner	20	10%		\$100
Other Partner	10	5%		\$50
Total Members Attending	200	100%	\$1,000	\$1,000

*(The number of members attending is not the same as the total number of paying attendees because of two factors: attendees may be members of more than one partner organization and non-members attend the conferences. Dual memberships are counted for each organization.)*

Attachment B  
**STANDARD TERMS AND CONDITIONS**

1. AUTHORITY: This Contract is made pursuant to the authority set forth in bylaws of the Utah Public Health Association, which permit the President and/or Board to purchase certain specified services, and other approved items for the association.
2. CONTRACT JURISDICTION: The laws of the State of Utah shall govern the provisions of this Contract.
3. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the UPHA to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the UPHA, except as herein expressly set forth.
4. CONFLICT OF INTEREST: The Contractor represents that none of its officers or employees are officers or employees of the UPHA, unless disclosure has been made and attached to this Contract.
5. RENEGOTIATION OR MODIFICATIONS: This Contract may be amended, modified, or supplemented only by written amendment to the Contract, executed by the parties hereto, and attached to the original signed copy of the Contract.
6. INDEMNITY CLAUSE: Each party agrees to indemnify, save harmless, and release the other party, and all its officers, agents, volunteers and employees from and against any and all losses, damages, injuries, liabilities, suits and proceedings arising out of the performance of this Contract caused by the negligence of its officers, agents, volunteers, or employees.
7. AUDIT OF RECORDS: The Contractor agrees to allow auditors and UPHA staff, access to all the records necessary for a full and complete audit for audit, inspection, and monitoring of services. Such access will be during normal business hours or by appointment.
8. RECORDS ADMINISTRATION: The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. The Contractor shall retain these records for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
9. TERMINATION: Unless otherwise stated in the Special Provisions, this Contract may be terminated with cause by either party, in advance of the specified expiration date, upon written notice being given to the other party. This Contract may be terminated without cause by the UPHA, upon 30 days written notice. If funding to the UPHA is reduced due to an order by the Board, or is required by federal or state law, the UPHA may terminate this Contract or proportionately reduce the services and goods due and the amount due from the UPHA upon 30 days written notice. If the specific funding source for the subject matter of this Contract is reduced, the UPHA may terminate this Contract or proportionately reduce the services and goods due and the amount due from the UPHA upon 30 days written notice. Upon termination of the Contract, all accounts and payments for services rendered to the date of termination will be processed according to the financial arrangements set forth herein. If the UPHA terminates this Contract, the Contractor shall stop all work as specified in the notice of termination. The UPHA shall not be liable for work or services performed beyond the termination date as specified in the notice of termination.
10. WAIVER: The waiver by either party of any provision, term, covenant or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant or condition of this Contract.
11. SAFEGUARDING RECORDS: The Contractor agrees to maintain the confidentiality of records that it holds as agent for the UPHA as required by the Government Records Access and Management Act, Title 63, Chapter 2, UCA and the confidentiality of records requirements of Title 26, UCA .