

EDUCATIONAL PROGRAM AGREEMENT

THIS Agreement is entered into between PACIFIC COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, 7013 Sandridge Road, Long Beach, WA 98631, [“SPONSOR”], and MONTANA STATE UNIVERSITY [“UNIVERSITY”], MOST of Us®, a state institution of higher education located in Bozeman, Montana.

RECITALS:

1. SPONSOR desires educational program services in accordance with the scope of work outlined within this agreement hereinafter referred to as “the educational program” and
2. The performance of the educational program is consistent, compatible and beneficial to the role and mission of UNIVERSITY; and
3. UNIVERSITY has the capability to provide for the conduct of the educational program; NOW THEREFORE, the parties agree as follows:

1. Scope of Work. UNIVERSITY will undertake the educational program described in the proposal attached hereto as Attachment A, under the direction and supervision of Dr. Jeff Linkenbach, (PI) principal investigator.

2. Time of Performance. The time of performance is stated in Attachment A.

3. Compensation.

A. SPONSOR agrees to pay UNIVERSITY for services performed under this agreement in accordance with Attachment A.

B. All payments shall be made to Montana State University and mailed to:

Montana State University, MOST of Us, P.O. Box 170548, Bozeman, MT 59717

4. Access to Records. All records pertaining to this agreement must be retained by the SPONSOR for a period of three years from the completion date. If any litigation, claim, or audit pertaining to this agreement is started before the expiration of the three year period, the records must be retained until the litigation, claim, or audit findings have been resolved.

5. Liability Exposure. The parties hereto understand and agree that liability of the State of Montana, MSU, its officials and employees is controlled and limited by the provisions of Title 2, Ch. 9, Montana Codes Annotated. Any provisions of this subcontract, whether or not incorporated herein by reference, will be controlled, limited and otherwise modified to limit any liability of the State of Montana and MSU to that set forth in the above cited laws.

6. Indemnification.

A. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omission, or those of its officers, agents, or employees to the full extent by law,

and agrees to indemnify and hold the other party harmless from any such liability. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.

7. No Warranties. UNIVERSITY makes NO WARRANTY whatsoever regarding any educational outcome obtained hereunder. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of any educational program outcome shall be the sole responsibility of SPONSOR and/or its assigns and licensees.

8. Force Majeure. UNIVERSITY shall not be liable for any failure to perform as required by the Agreement, to the extent such failure to perform is caused by any reason beyond the UNIVERSITY'S control, or by reason of any of the following: Labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical shutdowns, material shortages, disease or similar occurrences.

9. Similar Educational Programs or Research. Nothing in this Agreement shall be construed to limit the freedom of University or of its faculty or researchers who are not participants under this Agreement, from engaging in similar educational programs and/or research made under other grants, contracts or agreements with parties other than SPONSOR.

10. Ownership of Work. The UNIVERSITY will retain right, title and interest, including the right of copyright, in all work reduced to writing or fixed in any media (including reports, articles, photographs, recordings, data, computer programs and related documentation) produced by the UNIVERSITY under this Agreement.

11. Use of University Name. SPONSOR will not include the name, logo or identifying marks of UNIVERSITY or any of its employees in any advertising, sales promotion or other publicity matter without the prior written approval of same.

12. Relationship of Parties. UNIVERSITY performs the services required under this agreement as an independent contractor. Under no circumstance shall UNIVERSITY or its personnel be considered an employee or agent of SPONSOR. This agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

13. Termination.

A. This contract may be terminated at any time upon the written mutual consent of the parties.

B. Either party may terminate this contract for failure of the other party to perform any of the services, duties, or conditions contained in this contract after giving the other party written notice of the stated failure ten (10) days in advance of the termination. If the party does not correct the failure within the ten (10) day period, or any longer period agreed upon in writing by the parties, the termination is effective at the end of the specified period.

C. The above mentioned remedies are in addition to any other remedies provided by law or the terms of the contract.

21. Modification. This agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in this agreement are valid or binding. This agreement may not be enlarged, modified or altered except by written amendment by the parties.

The parties hereto have executed this agreement on the date set forth below by their duly authorized representatives.

UNIVERSITY:
MONTANA STATE UNIVERSITY

By: _____

Title: Department Head

Date: _____

SPONSOR:
PACIFIC COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT by
PACIFIC COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Chairman

Date: _____

By: _____
Commissioner

Date: _____

By: _____
Commissioner

Date: _____

Attest

Attachment A

MOST of Us®-Montana State University agrees to provide the following for Pacific County Health and Human Services Department:

- 1) A trained PCN Guide will provide technical support via phone and e-mail to Pacific County Health and Human Services Department for one year, beginning September 15th, 2012.
- 2) The Guide will assist with applying the 7 Core Principles and the 7 Step PCN model to the Pacific County Health and Human Services Department project.
- 3) The Guide will provide feedback on Pacific County Health and Human Services Department's Communications Plan and media.
- 4) Access to national webinars on Positive Community Norms.
- 5) The Guide will provide access to the MOST of Us Poster Catalog (after client completes and returns MOST of Us User Agreement).
- 6) At the end of each year, MOST of Us will provide an Executive Summary designed to help Pacific County Health and Human Services Department learn from their experiences during the contract period and that will also help them prepare for the next year.

Pacific County Health and Human Services Department agrees to provide the following:

- 1) On execution of this Agreement, the contact person for Pacific County Health and Human Services Department is as follows:

Name: Katie Lindstrom, Deputy Director

Address: 7013 Sandridge Road Long Beach, WA 98631

E-mail Address: koien@coe.pacific.wa.us

Direct Phone Number: 360-642-9300 ex.2648

- 2) Proof that the contact person from Pacific County Health and Human Services Department has completed a PCN Training with MOST of Us.
- 3) Compensation in advance in the amount of \$3,000.00, upon receipt of an invoice from Montana State University-MOST of Us.