



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8390 | Fax: (520) 432-8397

Professional Services Agreement

**The Arizona Board of Regents on behalf of The University of Arizona
for the
Cochise County Health Disparities Grant**

PSA: 22-07-HEA-01

This Agreement (the “Agreement”) is entered into between Cochise County Health and Social Services, CCHSS (“Contractor”) and the Arizona Board of Regents on behalf of The University of Arizona, Arizona Prevention Research Center (“University”), in support of the Contractor’s Health Disparities Initiative, effective as of the date of last authorized signature below (“Effective Date”). The University is a Hispanic Serving Institution and has over 25 years of participatory evaluation experience in border communities in Arizona.

WHEREAS, Contractor desires University to perform certain services for a project entitled “Cochise Health Disparities Initiative” (the “Project”), and is willing to provide funds for such Project; and

WHEREAS, University is willing to undertake such Project, and to provide such resources as may be necessary. This Agreement is subject to the following terms and conditions:

1. The University will provide evaluation and technical assistance services for the Project.
2. University staff will be Maia Ingram, MPH, Co-Director, Katherine Tucker, Research Specialist, Database Manager Carlos Figueroa, one (1) Research Scientist II and one (1) GRA.
3. The Period of Performance for the Project will be from Oct 1, 2021, to May 31, 2023.
4. The amount of funding for the Project will not exceed \$226,319.
5. University will invoice Contractor on a quarterly basis as outlined in the scope of work (“SOW”) which is attached hereto and incorporated herein as Exhibit B.
6. Payment shall be made to the University within 30 days of receipt of invoice. Payment will be sent to: UArizona - Sponsored Projects & Contracting Services, PO Box 41867, Tucson, Arizona 85717.
7. The activities covered by this Agreement are described in the SOW.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Contractor and University agree as follows:

1. **Project Director**

The Project will be under the supervision and direction of Maia Ingram, a University employee in the Arizona Prevention Research Center.

2. **Billing and Payment**

Contractor will provide University the sum of \$ 226,319.00 The budget and payment schedule are attached hereto and incorporated herein as Exhibit A. The agreement type is COST REIMBURSEMENT.

Invoices will be sent to the following address of Contractor:

Alicia M. Thompson, DrPH, LMSW
Address: 1415 W. Melody Lane, Bldg. A, Bisbee, AZ 85603
Email: athompson@cochise.az.gov

Payment by Contractor shall be made within 30 days of receipt of invoices from University. Checks shall be made payable only to The University of Arizona and shall identify this Agreement or a University invoice. Checks should NOT be made payable to or identify individuals. Payments shall be sent to the following addresses:

If sent by US Mail:

The University of Arizona
UArizona - Sponsored Projects & Contracting Services
P.O. Box 41867
Tucson, Arizona 85717

University of Arizona EIN number is 74-2652689.

3. **Scope of Work**

The SOW for this Project will be as found in Exhibit B.

4. **Use of Facilities**

Insofar as the facilities of University permit, University will furnish facilities and such other equipment as may be reasonably required to perform this Agreement.

5. **Property Administration**

Upon termination of this Agreement, any equipment, material, or supplies remaining in stock will become the property of University.

6. **Insurance and Liability**

The University maintains general liability insurance and workmen's compensation coverage as required by state law and pertinent federal laws and regulations. In the event Contractor undertakes to perform any work on the Project on the premises of University, then Contractor shall give assurances to University of Contractor's general liability insurance and workmen's compensation coverage as required by state law and pertinent federal laws and regulations. It is understood, however, that neither party to this Agreement is the agent of the other and neither is liable for the

wrongful acts or negligent acts or omissions of the other, however each party will be responsible for its own negligent acts or omissions.

7. **Reports**

After the SOW is fully performed, and within the time period specified in the SOW, University will submit to Contractor a detailed technical report of the activities carried out, as required per this Agreement and Exhibit B. It is understood, however, that University shall not be restricted from publishing the results of the Project. When the results of the Project are published, University agrees to acknowledge the support received from Contractor.

8. **Confidential Information**

Contractor and University may choose, from time to time, in connection with work contemplated under this Agreement specifically related and necessary for the Project, to disclose confidential information to each other (“Confidential Information”). All such disclosures must be in writing and marked on the face thereof as Confidential Information. The parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such Confidential Information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement, provided that the receiving party's obligations hereunder shall not apply to information that:

- a. is already in the receiving party's possession at the time of disclosure;
- b. is or later becomes part of the public domain through no fault of the receiving party;
- c. is received from a third party with no duty of confidentiality to the disclosing party;
- d. was developed independently by the receiving party prior to disclosure; or
- e. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

9. **Intellectual Property Rights**

Title to any trade secrets, inventions, developments, or discoveries, works of authorship, whether patentable or not (collectively referred to as “Intellectual Property”), resulting directly from the SOW, shall be allocated according to applicable employment contracts and U. S. Patent Law (Title 35 U. S. Code) and U.S. Copyright Law (Title 17 U.S. Code) in effect at the time the Intellectual Property was created. For that Intellectual Property determined to be solely owned by University, Contractor shall claim no rights and will be granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within three (3) months of

notification of the Intellectual Property. For that Intellectual Property determined to be jointly owned by Contractor and University, an exclusive option is provided to Contractor to negotiate for an exclusive license, on reasonable terms, to University's rights, such option to be exercised within three (3) months of notification of the Intellectual Property. For that Intellectual Property determined to be solely owned by Contractor, University shall claim no rights. Both parties are granted a non-exclusive license, for internal use only, to all original works developed within the SOW for which the other party owns the copyright.

10. **Termination**

University may terminate this Agreement at any time upon thirty (30) days written notice to Contractor, if: (a) performance of the Project is substantially completed; or (b) if circumstances beyond its control preclude continuation of the Project. Contractor may terminate this Agreement at any time upon ninety (90) days written notice to University if circumstances beyond its control preclude continuation of the Project. In the event that either party shall commit any breach or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

11. **Arbitration**

The parties agree that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

12. **Conflict of Interest**

This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing, or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

13. **State Obligation**

The parties recognize that the performance by the Arizona Board of Regents on behalf of the University (the "Board") may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Board may reduce the scope of the Agreement or cancel the Agreement without further duty or obligation. The Board agrees to notify Contractor as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

14. **Notices**

Notices shall be in writing and deemed effective when sent, postage prepaid to:

Contractor:

Cochise County Health and Human Services
Alicia M. Thompson, DrPH, LMSW – Health Director
1415 W. Melody Lane, Bldg. A
Bisbee, AZ 85603

University:

UAHS Contracts
1670 E. Drachman Street, 9th Floor
PO Box 210216
Tucson, AZ 85721-0216

15. **General Provisions**

a. **Compliance**

The parties agree to comply with the provisions of applicable State and Federal regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

b. **Force Majeure**

If either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such party's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, epidemics, pandemics, or other reason beyond the party's control (a "Disability") then such party's performance shall be excused for the period of the Disability. Any timelines affected by a Disability shall be extended for a period equal to the delay and any affected Budget shall be adjusted to account for cost increases or decreases resulting from the Disability.

c. **Independence**

Permission to use University facilities and other resources under this Agreement does not constitute endorsement by the University of Contractor's views or objectives.

d. **Audit**

It is understood that if the ultimate source of at least a portion of Contractor's funds for this Project is Federal, this Agreement is subject to Federal Audit.

e. **Entire Understanding**

This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter hereof.

f. **Waiver, Amendment, Modification**

No waiver, amendment, or modification of this Agreement shall be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

g. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld; provided that this Agreement shall be binding upon and inure to each party's respective successors in interest.

h. Choice of Law

This Agreement shall be interpreted pursuant to the laws of the State of Arizona. Any arbitration or litigation between the parties shall be conducted in Pima County, Arizona, and Contractor hereby submits to venue and jurisdiction in Pima County, Arizona.

i. Severability

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

j. Independent Contractors

The parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other party.

k. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document and is binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signature unless prohibited by applicable law.

The Arizona Board of Regents,
on behalf of The University of Arizona

Cochise County Health and Social Services

By: _____

By: _____

Name: Elisha Johnson, JD
Title: Director of Clinical Trials &
Contracting, Research Admin.

Name:
Title:

Date: 11/8/2021

Date: _____

I have read this Agreement, and understand the obligations placed on me and my laboratory and other University employees under my supervision and agree to be bound by it.

By: **Maia**
Ingram

Digitally signed by Maia Ingram
Date: 2021.11.04 12:22:54 -07'00'

Name: Maia Ingram, MPH
Title: PRINCIPAL INVESTIGATOR

Date: 11-04-2021

EXHIBIT A
BUDGET AND PAYMENT SCHEDULE

Contractor will compensate the University for evaluation services. A total of \$ 226,319 from the date of signing of the Agreement through June 30, 2023, may be invoiced according to the following Schedule of Payments:

Upon Execution of Contract	\$28,289
Then Quarterly	
Date	\$28,289
Date	\$28,289
Date	\$28,289
Date	\$28,289
Date	\$28,289
Date	\$28,289
Date	\$28,296

The University may request payment through submission of an invoice that accompanies the narrative report for the inclusive period addressed by the invoice, as well as the required deliverable, if applicable. Contractor will process the invoice within thirty (30) days of approval.

EXHIBIT B SCOPE OF WORK

All activities conducted by the University will be implemented through community-based participatory methods supportive of building both professional and organizational capacity. The goal of the Project evaluation is to conduct ongoing, collaborative processes, and outcome evaluation in order to provide continuous feedback and to ensure attainment of the Project's overall goal. The University and Contractor will utilize a participatory model of evaluation in which all key consortium partners are directly involved in the evaluation process. The University, Contractor, and consortium partners will work collaboratively to develop evaluation instruments, and to collect, analyze, and interpret data. The University will provide technical assistance in helping the consortium partners disseminate information about the Project to local, state, and national stakeholders. The University will also consult with the University's Institutional Review Board regarding any questions about human subjects' protection and ensure that all rules and regulations governing the participation of human subjects are followed.

Maia Ingram, MPH, Co-Director of the Arizona Prevention Research Center, will serve as the principal investigator for the University ("Principal Investigator") and will work with the Research Scientist III and Carlos Figueroa Database Manager in providing evaluation services to the Contractor in the evaluation of the Project.

Activities of University Include:

- 1) Use a participatory evaluation approach based on the CDC Framework for Program Evaluation.
- 2) Work with the Contractor's Project program staff and consortium partners to develop an evaluation plan in the start-up phase of the Project.
- 3) Work with the Contractor's Project program staff and consortium partners to establish an online reporting systems to monitor and describe consortium partner activities.
- 4) Work with the Contractor's Project program staff to develop evaluation instruments to collect qualitative and/or quantitative data to assess the progress of grant objectives and outcomes based on the evaluation plan
- 5) Assist in the documentation and reporting of standard performance measures required by the funder.
- 6) Provide regular reports on evaluation findings to consortium partners to ensure integration into continuous quality improvement.
- 7) Participate in Project meetings.