



# COCHISE COUNTY PROCUREMENT DEPARTMENT

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

## Professional Services Agreement

**Southeast Arizona Area Health Education Center  
for the  
Cochise County Health Disparities Grant**

**PSA # 22-07-HEA-01-E**

This Agreement is entered into between Cochise Health and Social Services, CHSS (“Contractor”) and Southeast Arizona Health Education Center (“SEAHEC”) in support of the CHSS Health Disparities Initiative, effective on Nov 1, 2021 through May 31, 2023

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

WHEREAS, SEAHEC agrees to provide the following services for all Initiative partners as the lead for the promotion of CLAS standards:

1. Meet with lead CHSS staff to review overall project scope and timeline to understand SEAHEC’s contract role.
2. Participate in a kick-off meeting for the Initiative to become familiar with all partners and their roles.
3. Hire or contract with the personnel necessary to fulfill the scope of work.
4. Develop a work plan for the Initiative with significant detail for the first year through May 31, 2022, and a general outline for the second year through May 31, 2023.
5. Assess the CLAS challenges and needs of at least eight health care provider organizations in Cochise County, to include hospitals, health centers, behavioral health care providers a private health care provider.
6. Develop a training plan to provide education to at least 25 individual health care providers who work for Cochise County health care organizations, to include physicians, nurse practitioners, physician assistants, nurses, medical assistants, pharmacists, nutritionist/dieticians, etc.
7. Work with the AzPRC as the evaluation partner to develop data collection tools for evaluation purposes.
8. Deliver CLAS training to the above audience, to include:
  - a. Agenda in English (and Spanish as appropriate)

- b. Attendance list
- c. Certificates of completion, as appropriate.
- d. Completion of participant satisfactions surveys, per the evaluation plan.
- e. Completion of participant learning, per the evaluation plan.
9. Participate in team design of the participatory evaluation of the Initiative.
10. Participate in regular network meetings of the Initiative.
11. Collect required data for the Initiative evaluation.
12. Submit monthly reports as required.

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

1. **Project Director**

The Project will be under the supervision and direction of, Gail Emrick, Executive Director with Southeast Arizona Area Health Education Center.

2. **Billing and Payment**

CHSS will provide SEAHEC the sum of \$198,620 over the term of the contract. The budget and payment schedule are in Exhibit A. This agreement type is COST REIMBURSEMENT.

Invoices will be sent to the following address of CHSS:

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

Payment by CCHSS shall be made within 30 days of receipt of invoices from SEAHEC. Checks shall be made payable only to Southeast Arizona Area Health Education Center and shall identify this Agreement or a SEAHEC invoice. Checks should NOT be made payable to or identify individuals. Payments shall be sent to the following addresses:

**If sent by US Mail:**

Southeast Arizona Area Health Education Center  
1171 W. Target Range Rd  
Nogales, AZ 85621

**If sent by overnight delivery service:**

Southeast Arizona Health Education Center  
1171 W. Target Range Rd  
Nogales, AZ 85621

3. **Scope of Work**

The "Scope of Work" for this Project will be as found in Exhibit B.

4. **Use of Facilities**

Insofar as the facilities of SEAHEC permit, SEAHEC 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 SEAHEC.

6. **Insurance and Liability**

The SEAHEC maintains general liability insurance and workmen's compensation coverage as required by state law and pertinent federal laws and regulations. In the event CCHSS undertakes to perform any work on the Project on the premises of SEAHEC, then CCHSS shall give assurances to SEAHEC of CCHSS's adequate general liability insurance and workmen's compensation coverage. 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 negligence of the other.

7. **Reports**

After the Scope of Work is fully performed, and within the time specified in the Scope of Work, SEAHEC will submit to CCHSS a detailed technical report of the activities carried out, as required. It is understood, however, that SEAHEC shall not be restricted from publishing the results of this Project. When the results of the Project are published, SEAHEC agrees to acknowledge the support received from CCHSS.

8. **Confidential Information**

CCHSS and SEAHEC may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). All such disclosures must be in writing and marked 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 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, 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 Scope of Work, 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 SEAHEC, CCHSS is granted an option to negotiate a license, on reasonable terms, to such Intellectual Property, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be jointly owned by CCHSS and SEAHEC, an exclusive option is provided to CCHSS to negotiate for an exclusive license, on reasonable terms, to SEAHEC's rights, such option to be exercised within six (6) months of notification of the Intellectual Property. For that Intellectual Property determined to be solely owned by CCHSS, SEAHEC shall claim no rights. CCHSS is granted a non-exclusive license, for internal use only, to all original works developed within the Scope of Work for which SEAHEC owns the copyright.

10. **Termination**

SEAHEC may terminate this Agreement at any time upon thirty (30) days written notice to CCHSS, if: (a) performance of the Project is substantially completed; or (b) if circumstances beyond its control preclude continuation of the Project. CCHSS may terminate this Agreement at any time upon ninety (90) days written notice to SEAHEC, 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. The defaulting Party shall be responsible for all costs and expenses associated with the termination and shall reimburse the non-defaulting Party for such.

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. **Notices**

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

COMPANY:

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

SEAHEC:

***For U.S. Postal Service:***

Southeast Arizona Area Health Education Center  
1171 W. Target Range Rd  
Nogales, AZ 85621

***For Fed Ex, UPS or other expedited delivery:***

Southeast Arizona Area Health Education Center  
1171 W. Target Range Rd.  
Nogales, AZ 85621  
Phone: (520) 287-4722

14. **General Provisions**

a. **Compliance**

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

b. **Non-competition**

This Project shall not involve competition with local business units that generally offer similar goods and services.

c. **Independence**

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

d. **Audit**

It is understood that if the ultimate source of at least a portion of CCHSS '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.

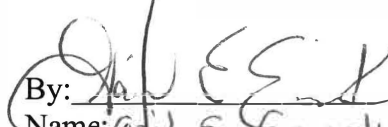
h. Severability

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.

i. 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.

Southeast Arizona Area Health Education Center      Cochise County Health and Social Services

By:  Date: 11/5/21  
Name: Gail E. Emrick  
Title: Executive Director

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

  
Responsible Party  
Date: 11/5/21



12. Submit monthly reports as required.

EXHIBIT A

BUDGET AND PAYMENT SCHEDULE

CCHSS will compensate the SEAHEC for promotion of CLAS Standards. A total of \$198,620 from the date of signing of the contract through May 31, 2023, may be invoiced according to the following Invoice Schedule:

Upon Execution of Contract \$28,375.00

Then Quarterly

Date: February 28, 2022

Date: May 31, 2022

Date: Aug 31, 2022

Date: Nov 30, 2022

Date: February 29, 2023

Date: May 31, 2023

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

## EXHIBIT B SCOPE OF WORK

Southeast Arizona Area Health Education Center has historically focused on the most vulnerable: our rural and border communities, migrants, and farmworkers. Through our initiatives, partnerships, and programs, we reach out to and collaborate with communities, families, and individuals. An effective way to do this is through the utilization and support of community health workers (CHWs)

Gail Emrick, Executive Director, of Southeast Arizona Area Health Education Center, will serve as the Responsible Party for SEAHEC as the lead for the promotion of CLAS standards services in support of the Cochise County Health and Social Services Health Disparities Initiative.

Activities of SEAHEC Include:

SEAHEC agrees to provide the following services for all Initiative partners as the lead for the promotion of CLAS standards:

1. Meet with lead CCHSS staff to review overall project scope and timeline to understand SEAHEC's contract role.
2. Participate in a kick-off meeting for the Initiative to become familiar with all partners and their roles.
3. Hire or contract with the personnel necessary to fulfill the scope of work.
4. Develop a work plan for the Initiative with significant detail for the first year through May 31, 2022, and a general outline for the second year through May 31, 2023.
5. Assess the CLAS challenges and needs of at least eight health care provider organizations in Cochise County, to include hospitals, health centers, behavioral health care providers and private health care providers.
6. Develop a training plan to provide education to at least 25 individual health care providers who work for Cochise County health care organizations, to include physicians, nurse practitioners, physician assistants, nurses, medical assistants, pharmacists, nutritionist/dieticians, etc.
7. Work with the AzPRC as the evaluation partner to develop data collection tools for evaluation purposes.
8. Deliver CLAS training to the above audience, to include:
  - f. Agenda in English (and Spanish as appropriate)
  - g. Attendance list
  - h. Certificates of completion, as appropriate.
  - i. Completion of participant satisfaction surveys, per the evaluation plan.
  - j. Completion of participant learning, per the evaluation plan.
9. Participate in team design of the participatory evaluation of the Initiative.
10. Participate in regular network meetings of the Initiative. .
11. Collect required data for the Initiative evaluation.