



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

Professional Services Agreement

**Winchester Heights Health Organization
for the
Cochise County Health Disparities Grant**

PSA # 22-07-HEA-01-F

This Agreement is entered into between Cochise County Health and Social Services, CCHSS (“Contractor”) and Winchesters Heights Health Organization (“WHHO”) in support of the CCHSS Health Disparities Initiative, effective on Nov. 1, 2021 through May 31, 2023.

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

WHEREAS, WHHO 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. Employ, supervise and support 3 CHWs to provide the following services for farmworkers in Cochise County, with an emphasis on Winchester Heights, Willcox, Bowie, San Simon, and Elfrida.
 - a. Conduct outreach and education to promote COVID-19 prevention, testing and vaccination.
 - b. Provide individual education in the community, home, workplace, community location and by phone to promote build health literacy among community members, increase access to health care and improve overall health and quality of life.
2. Work with community members to address their social determinants of health so that they can improve the health and quality of life of themselves and their families.
3. Refer community members to services available to them.
4. Assist with interpretation and translation of health information.
2. CHWs will participate in start-up training provided by AzCHOW.
3. CHW Supervisor(s) will participate in start-up and ongoing training provided by AzCHOW.
4. CHWs will participate in monthly Initiative networking meetings with AzCHOW.

5. CHW Supervisor(s) and/or other management level staff will participate in regular meetings of the Initiative.
6. CHWs will collect data required for reporting and quality improvement.
7. CHW Supervisor(s) and CHWs will make service modifications based on evaluation data in order to provide the best services possible.
8. CHW Supervisor(s) or other management staff will submit monthly reports as required.
9. CHW Supervisor(s) or other management staff will submit quarterly invoices as required.

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

1. **Project Director**

The Project will be under the supervision and direction of Susan Kunz, the Interim Executive Director with Winchester Height Health Organization.

2. **Billing and Payment**

CCHSS will provide WHHO the sum of \$335,000 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 CCHSS:

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 WHHO. Checks shall be made payable only to Winchester Heights Health Organization and shall identify this Agreement or a WHHO invoice. Checks should NOT be made payable to or identify individuals. Payments shall be sent to the following addresses:

If sent by US Mail:
Winchester Heights Health Organization
2710 E Florence Dr
Tucson, AZ 85716

If sent by overnight delivery service:
Winchester Heights Health Organization
2710 E Florence Dr
Tucson, AZ 85716

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 WHHO permit, WHHO 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 WHHO.

6. **Insurance and Liability**

The WHHO 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 WHHO, then CCHSS shall give assurances to WHHO 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, WHHO will submit to CCHSS a detailed technical report of the activities carried out, as required. It is understood, however, that WHHO shall not be restricted from publishing the results of this Project. When the results of the Project are published, WHHO agrees to acknowledge the support received from CCHSS.

8. **Confidential Information**

CCHSS and WHHO 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, 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 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 WHHO, 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 WHHO, an exclusive option is provided to CCHSS to negotiate for an exclusive license, on reasonable terms, to WHHO'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, WHHO 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 WHHO owns the copyright.

10. **Termination**

WHHO 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 WHHO, if circumstances beyond its control preclude continuation of the Project. In the event that either Party shall commit any breach of 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

WHHO:

For U.S. Postal Service:

Winchester Heights Health Organization
2710 E Florence Dr
Tucson, AZ 85716

For Fed Ex, UPS or other expedited delivery:

Winchester Heights Health Organization
2710 E Florence Dr
Tucson, AZ 85716
Phone: 520.271.4525

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 WHHO facilities and other resources under this Agreement does not constitute endorsement by the WHHO 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.

Winchester Heights Health Organization

Cochise County Health and Social Services

By:  _____ Date: 11/5/21
Name: Susan KUNZ
Title: Interim Executive Director

By: _____ Date: _____
Name: _____
Title: _____

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

Susan KUNZ
Responsible Party
Date: 11/5/21

EXHIBIT A

BUDGET AND PAYMENT SCHEDULE

CCHSS will compensate the WHHO for employment, supervision, and support of Community Health Workers and capacity building services. A total of \$335,000 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	\$47,858.00
----------------------------	-------------

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

The WHHO 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

Winchester Heights Health Organization's mission is to develop a community health worker driven rural development model that leads to a safer, more unified, and healthy community while building a trusted workforce.

Susan Kunz, Interim Executive Director for Winchester Heights Health Organization, will serve as the Responsible Party for the WHHO and will work with the AzCHOW to provide Community Health Worker capacity building services to the CCHSS in support of the Cochise County Health and Social Services Health Disparities Initiative.

Activities of WHHO Include:

WHHO agrees to provide the following services for all Initiative partners as the lead for CHW capacity building:

1. Employ, supervise and support 3 CHWs to provide the following services for farmworkers in Cochise County, with an emphasis on Winchester Heights, Willcox, Bowie, San Simon, and Elfrida.
 - f. Conduct outreach and education to promote COVID-19 prevention, testing and vaccination.
 - g. Provide individual education in the community, home, workplace, community location and by phone to promote build health literacy among community members, increase access to health care and improve overall health and quality of life.
 - h. Work with community members to address their social determinants of health so that they can improve the health and quality of life of themselves and their families.
 - i. Refer community members to services available to them.
 - j. Assist with interpretation and translation of health information.
2. CHWs will participate in start-up training provided by AzCHOW.
3. CHW Supervisor(s) will participate in start-up and ongoing training provided by AzCHOW.
4. CHWs will participate in monthly Initiative networking meetings with AzCHOW.
5. CHW Supervisor(s) and/or other management level staff will participate in regular meetings of the Initiative.
6. CHWs will collect data required for reporting and quality improvement.
7. CHW Supervisor(s) and CHWs will make service modifications based on evaluation data to provide the best services possible.
8. CHW Supervisor(s) or other management staff will submit monthly reports as required.
9. CHW Supervisor(s) or other management staff will submit quarterly invoices as required.