



COCHISE COUNTY PROCUREMENT DEPARTMENT

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

Professional Services Agreement

**Arizona Regional Economic Development Foundation
for the
Cochise County Health Disparities Grant**

PSA: 22-07-HEA-01-G

This Agreement is entered into between Cochise County Health and Social Services, CCHSS (“Contractor”) and The Arizona Regional Economic Development Foundation (AREDF), in support of the CCHSS Health Disparities Initiative, effective on Nov. 1, 2021. The AREDF has over 35 years of economic development experience in border communities in Arizona.

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

WHEREAS, AREDF 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. AREDF will employ, supervise and support one (1) full-time Registered Nurse Telehealth Nurse Coordinator, and one (1) part-time Telehealth Administrative Assistant who will provide the following services:
 - a. The Telehealth Nurse Coordinator will oversee the coordination of Rural Telehealth Clinic:
 - i. Recruits and trains providers on the use of the telehealth equipment,
 - ii. Oversees and facilitates telehealth visits with providers, patients and specialists,
 - iii. Oversees the schedule of the Rural Telehealth Clinic to ensure efficient use of the facility,
 - iv. Acts as the spokesperson and champion for Telehealth services in Cochise County,
 - v. Supervises the Administrative Assistant, and
 - vi. Other duties as assigned.
 - b. The Telehealth Administrative Assistant will be responsible for the following:
 - i. Patient check-in,

- ii. Assurance of proper documentation for billing,
 - iii. Coordinate the schedule with providers, patients, and specialists,
 - iv. Assists with equipment set-up and preparation, and
 - v. Other duties as assigned.
2. AREDF will follow Federal Purchasing Guidelines to purchase the equipment necessary for the operations of the Rural Telehealth Clinic, including the following:
 - a. Two computers,
 - b. Furniture,
 - c. Copier/Printer,
 - d. Office Supplies,
 - e. Medical Telehealth equipment,
 - f. Telehealth software,
 - g. Power backup system for the Telehealth equipment and computers,
 - h. Broadband/Internet,
 - i. Telephone hookup,
 - j. Signage,
 - k. Handicap ramp and other parking lot improvements for accessibility.
3. The Period of Performance for the project will be from Nov. 1, 2021 to May 31, 2023.
4. The amount of funding for the project will not exceed \$234,664.
5. AREDF will invoice Contractor on a quarterly basis as outlined in Scope of Work.
6. Payment shall be made to the AREDF within 30 days of receipt of invoice. Payment will be sent to The Arizona Regional Economic Development Foundation, 750 Bartow Dr., Suite 16, Sierra Vista, Arizona 85635.
7. The activities covered by this Agreement are described in the Scope of Work.

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

1. **Project Director**

The Project will be under the supervision and direction of Mignonne Hollis, the Executive Director of AREDF.

2. **Billing and Payment**

CCHSS will provide AREDF the sum of \$234,664. 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 AREDF. Checks shall be made payable only to The Arizona Regional Economic Development Foundation and shall identify this Agreement or a AREDF invoice. Checks should NOT be made payable to or identify individuals. Payments shall be sent to the following addresses:

If sent by US Mail:

Arizona Regional Economic Development Foundation
750 East Bartow Drive, Suite 16
Sierra Vista, AZ 85635

If sent by overnight delivery service:

Same as above

AREDF EIN number is 86-0542973.

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 AREDF permit, AREDF 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 AREDF. Any capital equipment purchases under this agreement will continue to be the property of the Arizona Department of Health Services, and continue to be used by AREDF for the functions of the Rural Telehealth Clinic.

6. **Insurance and Liability**

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

8. **Confidential Information**

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

10. **Termination**

AREDF 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 AREDF, 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. **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

AREDF:

For U.S. Postal Service:

Arizona Regional Economic Development Foundation
750 East Bartow Drive, Suite 16
Sierra Vista, AZ 85635

For Fed Ex, UPS or other expedited delivery:

Same as above

15. **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 AREDF facilities and other resources under this Agreement does not constitute endorsement by AREDF 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. 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 CCHSS hereby submits to venue and jurisdiction in Pima County, Arizona.

i. Severability

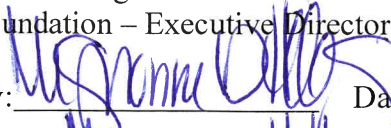
If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

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.

Arizona Regional Economic Development
Foundation – Executive Director

Cochise County Health and Social Services

By:  Date: 11/15/2021
Name: Mignonne Holtz
Title: Executive Director

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

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

Magnonne D'Heilly
Responsible Party

Date: 11/15/2021

EXHIBIT A

BUDGET AND PAYMENT SCHEDULE

CCHSS will compensate AREDF for establishing a Rural Telehealth Clinic. A total of \$234,664 from the date of signing of the contract through May 31, 2023, may be invoiced according to the following Schedule of Payments:

Upon Execution of Contract \$33,525

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

AREDF may request payment through submission of an invoice, with supporting documentation of expenses, that accompanies the narrative report for the inclusive period addressed by the invoice, as well as the required deliverable, if applicable. Proof of following Federal Procurement Standards will be required along with receipts for equipment purchased. CCHSS will process the invoice within thirty (30) days of approval.

EXHIBIT B SCOPE OF WORK

Since 1985 Arizona Regional Economic Development Foundation (AREDF) is committed to sustainable growth and securing economic development in the region. The organization considers the quality of the healthcare system central to attracting new employers while maintaining the quality of life in our communities.

Mignonne Hollis, Executive Director of the Arizona Regional Economic Development Foundation, will serve as the Responsibility Party for AREDF and will work with the RN Telehealth Nurse Coordinator and the Telehealth Administrative Assistant in providing direction and leadership for the creation of the Rural Telehealth Clinic under this Health Disparities Initiative.

Activities of AREDF Include:

1. AREDF will employ, supervise and support one (1) full-time Registered Nurse Telehealth Nurse Coordinator, and one (1) part-time Telehealth Administrative Assistant who will provide the following services:
 - a. The Telehealth Nurse Coordinator will oversee the coordination of Rural Telehealth Clinic:
 - i. Recruits and trains providers on the use of the telehealth equipment,
 - ii. Oversees and facilitates telehealth visits with providers, patients and specialists,
 - iii. Oversees the schedule of the Rural Telehealth Clinic to ensure efficient use of the facility,
 - iv. Acts as the spokesperson and champion for Telehealth services in Cochise County,
 - v. Supervises the Administrative Assistant, and
 - vi. Other duties as assigned.
 - b. The Telehealth Administrative Assistant will be responsible for the following:
 - i. Patient check-in,
 - ii. Assurance of proper documentation for billing,
 - iii. Coordinate the schedule with providers, patients, and specialists,
 - iv. Assists with equipment set-up and preparation, and
 - v. Other duties as assigned.
2. AREDF will follow Federal Purchasing Guidelines to purchase the equipment necessary for the operations of the Rural Telehealth Clinic, including the following:
 - a. Two computers,
 - b. Furniture,
 - c. Copier/Printer,
 - d. Office Supplies,

- e. Medical Telehealth equipment,
 - f. Telehealth software,
 - g. Power backup system for the Telehealth equipment and computers,
 - h. Broadband/Internet,
 - i. Telephone hookup,
 - j. Signage,
 - k. Handicap ramp and other parking lot improvements for accessibility.
3. AREDF will submit quarterly reports outlining the progress made on getting the Rural Telehealth Clinic operational, including number of patients seen, number of specialty visits completed, number of providers using the facility, etc.
 4. AREDF will submit quarterly invoices as required.