



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8390 | Fax: (520) 432-8397

Professional Services Agreement

**Contractor-Susan Kunz
for the
Cochise County Health Disparities Grant**

PSA # 22-07-HEA-01-C

This Agreement is entered into between Cochise County Health and Social Services, CCHSS (“Contractor”) and Susan Kunz (Independent Consultant/Contractor), in support of the CCHSS Health Disparities Initiative, effective on Oct 1, 2021. Susan Kunz, MPH Public health professional serving Hispanic/Latino, American Indian and US-Mexico border communities

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

WHEREAS, SUSAN KUNZ 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:

Susan Kunz will provide the following services:

- a. Serve as the lead to develop a Diversity Impact Statement.
- b. Serve as the lead to develop a Diversity and Health Literacy Sustainability Plan.
- c. Convene, facilitate, and document meetings with community partners.
- d. Assist project staff with start-up, planning, quality improvement and sustainability.
- e. Coordinate with evaluation contractor regarding data collection, accountability, quality improvement and reporting.

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

1. **Project Director**

The Project will be under the supervision and direction of Susan Kunz (Independent Consultant).

2. **Billing and Payment**

CCHSS will provide SUSAN KUNZ up to the sum of \$20,000. 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 SUSAN KUNZ. Checks shall be made payable only to SUSAN KUNZ , and shall identify this Agreement or a SUSAN KUNZ invoice with attached documentation of meeting task deliverables . Payments shall be sent to the following addresses:

If sent by US Mail:

Susan Kunz
2710 E Florence Dr
Tucson, Arizona 85716

If sent by overnight delivery service:

Susan Kunz
2710 E Florence Dr
Tucson, Arizona 85716
(520) 271-4525

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 permit, SUSAN KUNZ 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 SUSAN KUNZ.

6. **Reports**

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

7. **Confidential Information**

CCHSS and SUSAN KUNZ 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.

8. 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 SUSAN KUNZ, 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 SUSAN KUNZ, an exclusive option is provided to CCHSS to negotiate for an exclusive license, on reasonable terms, to SUSAN KUNZ'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, SUSAN KUNZ 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 SUSAN KUNZ CONSULTING owns the copyright.

9. Termination

SUSAN KUNZ 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 SUSAN KUNZ, 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.

10. **Arbitration**

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

11. **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.

12. **State Obligation**

The Parties recognize that the performance by the Arizona Board of Regents on behalf of The University of Arizona 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 SUSAN KUNZ CONSULTING 's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the agreement or cancel the agreement without further duty or obligation. The Board agrees to notify CCHSS as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

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

CONSULTANT:

For U.S. Postal Service:

Susan Kunz
2710 E Florence Dr
Tucson, Arizona 85716

For Fed Ex, UPS or other expedited delivery:

Susan Kunz

2710 E Florence Dr
Tucson, Arizona 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 SUSAN KUNZ's facilities and other resources under this Agreement does not constitute endorsement by the SUSAN KUNZ 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**

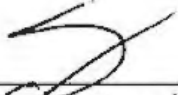
If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

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.

Susan Kunz MPH

Cochise County Health and Social Services

By:  _____ Date: _____
Name: Susan Kunz
Title: Consultant

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

EXHIBIT A

BUDGET AND PAYMENT SCHEDULE

CCHSS will compensate the SUSAN KUNZ for Grant Support Services. A total of \$20,000 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 \$2,858.00

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

SUSAN KUNZ may request payment through submission of an invoice for hours worked, at a rate of \$75 per hour and mileage per the Federal GSA, 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

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

Susan Kunz, MPH, an Independent Contractor will work with CCHSS staff in providing consulting services to the CCHSS in the evaluation of the Cochise County Health and Social Services Health Disparities Initiative.

Activities of SUSAN KUNZ Include:

Susan Kunz will provide the following services:

- b. Serve as the lead to develop a Diversity Impact Statement
- c. Serve as the lead to develop a Diversity and Health Literacy Sustainability Plan
- d. Convene, facilitate, and document meetings with community partners.
- e. Assist project staff with start-up, planning, quality improvement and sustainability.
- f. Coordinate with evaluation contractor regarding data collection, accountability, quality improvement and reporting.