



# COCHISE COUNTY PROCUREMENT DEPARTMENT

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

## Professional Services Agreement

### Cochise Harm Reduction for the Smart & Safe Arizona Fund / Justice Reinvestment Fund

**PSA Number 22-17-HEA-01**

This Agreement is entered into between Cochise County Health and Social Services, CCHSS (“Contractor”) and Cochise Harm Reduction (“CHR”) in support of the Justice Reinvestment Fund established through an act of Legislation, effective on May 10, 2022 through May 31, 2023

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

WHEREAS, CHR agrees to provide the following services for syringe exchange services within Cochise County:

1. Develop a work plan for the Initiative with significant detail for the first year through May 31, 2023.
2. Support the operating budget of Cochise Harm Reduction in order to deliver syringe and harm reduction services to residents of Cochise County who use illicit drugs.
3. Ensure services are made available throughout Cochise County.
4. Submit quarterly reports of efforts and how funds were expensed.

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

1. **Project Director**

The Project will be under the supervision and direction of, Lu Funk, Director with Cochise Harm Reduction.

2. **Billing and Payment**

CCHSS will provide CHR the lump sum of \$63,045 after the agreement has been fully executed. This agreement type is a fixed price single payment.

Invoice and quarterly report 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 invoice from CHR. Check shall be made payable only to Cochise Harm Reduction and shall identify this Agreement or the CHR invoice. Checks should NOT be made payable to or identify individuals. Payments shall be sent to the following addresses:

**If sent by US Mail:**

Cochise Harm Reduction

PO Box 920

Bisbee AZ 85603

**If sent by overnight delivery service:**

Cochise Harm Reduction

3041 South Box Turtle Road

Bisbee AZ 85603

Phone: (520) 678-5266

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 CHR permit, CHR 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 CHR.

6. **Insurance and Liability**

The CHR 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 CHR, then CCHSS shall give assurances to CHR 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, CHR will submit to CCHSS a detailed technical report of the activities carried out, as required. It is understood, however, that CHR shall not be restricted from publishing the results of this Project.

When the results of the Project are published, CHR agrees to acknowledge the support received from CCHSS.

8. **Confidential Information**

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

10. **Termination**

CHR 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 CHR, 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

CHR:

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

Cochise Harm Reduction  
PO Box 920  
Bisbee AZ 85603

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

Cochise Harm Reduction  
3041 South Box Turtle Road  
Bisbee AZ 85603  
Phone: (520) 678-5266

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

Cochise Harm Reduction

Cochise County Health and Social Services

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

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

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

\_\_\_\_\_  
Responsible Party  
Date: \_\_\_\_\_

EXHIBIT A

BUDGET AND PAYMENT SCHEDULE

CCHSS will compensate CHR to support Cochise Syringe Services Initiative. A total of \$63,045 from the date of signing of the contract will be transferred to CHR. The funds are to be expensed by May 31, 2023. An invoice is to be submitted by CHR for the full amount of the award.

Upon Execution of Contract	\$63,045.00
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CHR may request payment through submission of an invoice.

Quarterly narrative reports will include documentation of expenses, the narrative reports will include:

- Number of clients served,
- Number of services provided,
- Successes and barriers,
- A list of costs paid by the funds from this agreement with receipts.

CCHSS will process the invoice within thirty (30) days of approval.

## EXHIBIT B SCOPE OF WORK

Cochise Harm Reduction is a grassroots harm reduction organization serving Cochise County. This organization mitigates the barriers to health care faced by those impacted by substance abuse. Our mission is to minimize the spread of infectious disease and the occurrence of overdose fatalities in our community. Cochise Harm Reduction provides direct services, education, outreach, and advocacy to Cochise County residents experiencing inequity in their health care needs.

Lu Funk, will serve as the Responsible Party for CHR, as the lead for the delivery of regular syringe and harm reduction services throughout Cochise County in support of the Cochise County Health and Social Services use of **Justice Reinvestment Funds**.

Activities of CHR Include:

CHR agrees to provide the following services for syringe services within Cochise County:

1. Develop a work plan for the Initiative with significant detail for the first year through May 31, 2023.
2. Funds will be used to support the operating budget of Cochise Harm Reduction in order to deliver syringe and harm reduction services to residents of Cochise County who use illicit drugs.
3. Utilize fund in a way that ensures services are made available throughout Cochise County.
4. Submit quarterly reports of efforts and how funds were expensed.