

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made effective as of May 16, 2023, by and between Government Leadership Solutions, a division of Dr. Maria Church International, LLC, providing the services of its principal Maria Church and consultant, Mae Sinclair (collectively, “GLS”) and Cochise County Health & Social Services (“CLIENT”). GLS and/or CLIENT may each be referred to herein as “Party” or collectively as the “Parties.”

WHEREAS CLIENT wishes to obtain the services of GLS for the purposes and duration, and on the terms set forth in this Agreement, and GLS wishes to perform same;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and GLS agree as follows:

1. ENGAGEMENT. CLIENT hereby engages GLS to perform the Services, as defined below, and GLS accepts such engagement, upon the terms and conditions set forth herein.
2. TERM. This Agreement shall commence as of the date first set forth above and continue through June, 2024 (“Term”).
3. SERVICES. During the Term of this Agreement, GLS shall provide consulting services, as further set forth in Exhibit 1, attached hereto and incorporated herein (“Services”).
4. OWNERSHIP AND RESTRICTIONS. GLS continues to wholly own all copyrights, trademarks and other proprietary rights in and to its consulting materials (“GLS Materials”). Further, CLIENT agrees that all material generated by it that incorporates or otherwise includes the GLS Materials, the GLS brands, trademark and name are works made for hire within the meaning of the United States Copyright Act of 1976, 17 U.S.C. § 101 et seq, and will be owned in their entirety exclusively by GLS. CLIENT agrees to sign and cause to be signed by any of its employees who participate in the creation of any such material any additional documents proposed by GLS to confirm GLS’s sole and exclusive ownership of all copyrights, trademarks and other proprietary rights in and to such material. If a determination is ever made that any such material does not qualify as a “work made for hire,” then such material and all rights therein, including all copyrights, are hereby deemed to be and are irrevocably assigned and transferred to GLS forever. CLIENT warrants that it will not:
 - (a) Remove or modify any GLS Materials or any notice of GLS’s proprietary rights, including without limitation logos and copyright and trademark notices;
 - (b) Create new products or programs that are derived from the GLS Materials;

(c) Use any of GLS's logos or the GLS name in any manner likely to cause confusion therewith in any portion of CLIENT's own products, services, trade names or trademarks; or

(d) Promote the GLS Materials in any way that implies that such is CLIENT's own proprietary products.

5. COMPENSATION. In consideration of GLS's Services hereunder, CLIENT shall pay GLS the fee set forth in Exhibit 1, which shall be due and payable as also set forth in said exhibit.

6. INDEPENDENT CONTRACTORS. CLIENT and GLS shall act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between GLS and CLIENT. Neither CLIENT nor GLS has any right or authority to, nor either of them attempt to enter any contract, commitment or agreement, or to incur any debt or liability of any nature, in the name, or on behalf, of the other.

7. CONFIDENTIALITY. CLIENT and GLS may have access to certain proprietary information, intellectual property and/or trade secrets of each other (collectively, the "Confidential Information"). The Parties agree that the terms of this Agreement are part of the Confidential Information. Neither Party will, either during or after the Term of this Agreement, use, disclose or otherwise permit any person or entity access to any of the Confidential Information of the other, except as required or anticipated in the performance of their respective obligations hereunder. Each Party understands and agrees that they are not allowed to sell, license or otherwise exploit any products or services that embody in whole or in part any Confidential Information of the other, except as expressly set forth in this Agreement.

8. MUTUAL WARRANTIES. Each Party hereby represents and warrants to the other Party, with the intention that the other rely thereon in entering into this Agreement, that:

(a) In connection with performing its obligations hereunder, it will not knowingly violate any applicable laws or regulations of any jurisdiction;

(b) It has full power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby; and

(c) The execution and performance by it of this Agreement does not and will not violate or conflict with or result in a breach of any of the terms, conditions, duties or obligations to which it is bound to any third party.

10. NO RECORDINGS. CLIENT shall not record/video any of GLS's sessions by any means whatsoever without GLS's advance written permission in each instance.

11. LIMITATION OF DAMAGES. NEITHER CLIENT NOR GLS WILL BE LIABLE FOR ANY

LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE.

12. NOTICES. Any notice hereunder shall be in writing and shall be effective upon delivery personally or by courier or when transmitted via email, or three (3) business days following deposit in the United States mail, postage prepaid, registered or certified, and addressed as follows:

(a) If to GLS:

Government Leadership Solutions,
a division of Dr. Maria Church International, LLC
ATTN: Maria Church
4400 N. Scottsdale Road, #9-762
Scottsdale, AZ 85251
maria.church@governmentleadershipsolutions.com

(b) If to CLIENT:

Cochise County Health & Social Services (CCHSS)
ATTN: Deputy Director
1415 W. Melody Lane, Bldg A
Bisbee, AZ 85603
ERobinson@cochise.az.gov

13. WAIVER. No waiver of any term or condition of this Agreement will be construed as a waiver of any other term or condition, nor will any waiver of any default under this Agreement be construed as a waiver of any subsequent default.

14. SURVIVAL OF PROVISIONS. CLIENT's and GLS's warranties, representations and indemnification obligations shall survive the termination of this Agreement.

15. SEVERABILITY. If any part of this Agreement, is found to be invalid or unenforceable, such determination shall not affect the validity or enforcement of any other provision this Agreement.

16. ASSIGNMENT. This Agreement shall not be assigned by either Party voluntarily, involuntarily or by operation of law, unless the non-assigning Party consents in writing, and in advance. Notwithstanding the foregoing, this Agreement may be assigned to a Party's affiliate entity or in the instance of a merger or sale of substantially all its assets.

17. GOVERNING LAW; JURISDICTION. THIS AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. THE PARTIES AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR A BREACH HEREOF, SHALL BE LITIGATED ONLY IN THE APPROPRIATE COURTS OF COCHISE COUNTY, ARIZONA.

18. ENTIRE AGREEMENT. This Agreement, including the Cochise County Standard Addendum, contains the entire understanding between the Parties, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement shall not be modified, altered, amended, or revoked except as set forth herein and in writing, duly executed by both Parties.

IN WITNESS WHEREOF, CLIENT and GLS have executed this Agreement effective as of the date first set forth above.

DR. MARIA CHURCH INTERNATIONAL, LLC

COCHISE COUNTY HEALTH & SOCIAL SERVICES (CCHS)

Dr. Maria Church
CEO and Managing Member

Name:
Title:

EXHIBIT A

Overarching Goal:

Complete a Strategic Plan, involving in the strategic planning process various levels of staff and representatives of the health department's governing entity or advisory board, incorporating the requirements of the Public Health Accreditation Board (PHAB) and lessons learned from COVID.

Services:

Ongoing: GLS shall provide the CCHSS leadership team with consulting on overall strategy, related action plans, and ongoing fine-tuning.

Pre-Strategy Sessions

- Launch meeting with designated CCHSS leadership to review the scope
- Assist with Strategic Communication about Strategic Planning Process
- Meet 'N Greet with the entire department to walk thru the process and build excitement and commitment

Strategy Session 1 - Discovery

- Reviewing/Setting Your Mission, and Vision
- Reviewing Your Core Values/Guiding Principles and Assuring Alignment
- Identifying your Strategic Priorities
 - Include consideration of enhancing workforce development, communication, financial sustainability, information management/technology
 - Include the process for selecting strategic priorities

Strategy Session 2 – Discovery to Dream

- Analyzing Your Environment with GAP Assessment - identify strengths and challenges, external trends/events/factors that may impact community health or the health department
 - Conduct a SWOT Analysis
 - Review Context Maps
 - Lessons Learned from COVID – growth and enhancements to incorporate into Strategic Plan
 - Review Stop/Start/Continue Process

Strategy Session 3 - Design

- Start developing “key” goals and objectives with measurable and time-framed targets
 - Short-term goals (1-2 years)
 - Long-term (Over 2 yrs.)
 - Audacious goals (stretch ones)
- Outlining objectives for each goal (action items, target dates, milestones, etc.)
- Start developing strategies and actions to address objectives

Strategy Session 4 – Destiny

- Establishing a Responsibility Matrix (Goal Champions)
 - Hold champions accountable for deliverables
- Finalizing Strategic Plan
- Monitoring and Evaluation of Process
 - Description of how implementation is monitored and progress toward achieving those objectives/strategies/actions
 - Linkage (as appropriate) with Community Health Improvement Plan (CHIP) and Performance Management (ClearPoint Strategy)

Report

- Finalize Strategic Plan in both written and presentation formats

Plan Monitoring

- Monitoring the implementation of the department-wide strategic plan
 - Track progress towards all objectives monthly for 9 months
 - Communication with governance and staff concerning the implementation of the plan
- Landing Meeting and Debrief

Fee:

CLIENT shall pay GLS a total engagement fee of One Hundred Four Thousand Eight Hundred Sixty-Three Dollars (\$104,863), which shall be due and payable as follows:

Ten percent (10%) upon signing of this Agreement;

Twenty five percent (25%) June 30, 2021;

Twenty five percent (25%) July 30, 2022; and

Twenty five percent (25%) August 30, 2022; and

Fifteen percent (15%) April 2024.

GLS HANDOUTS/MATERIALS:

GLS shall provide PDF handouts for participants and necessary materials for workshops.

POST-PROJECT PUBLICITY:

CLIENT agrees that GLS may include CLIENT's name and/or logo in a list of groups GLS has consulting with on GLS's web site and/or other marketing materials.

POST-PROJECT TESTIMONIAL:

So long as CLIENT is pleased with GLS's consultation services, CLIENT will provide a written or videotaped testimonial regarding CLIENT's experience in working with GLS, which GLS may use on its website and in other marketing materials.