



Technical Assistant and Training Agreement

This Technical Assistance and Training Agreement is being entered into by the Public Health Foundation (“Consultant”) to Cochise Health and Social Services (“Client”).

1. Work to be performed.

Consultant will conduct Quality Improvement Basics Training per the Scope of Work for Technical Assistance and Training (see attached document, Exhibit A).

2. Compensation.

Client shall pay Consultant a flat fee of \$17,000 as total compensation for the work described in Exhibit A. Consultant will invoice Client half upon execution of this agreement and half upon completion of the workshop for \$8,500. Payment shall be made within 30 days from the date of the invoice.

3. Independent Contractor Relationship. Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant’s compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. General Provisions.

4.1 Choice of Law. This Agreement shall be administered according to the laws of the District of Columbia.

4.2 Entire Agreement. This instrument includes the entire Agreement between the parties relating to the rights granted to and the obligations of the parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

Organization Name:

Public Health Foundation

Name & Title:

Name & Title:

Sue Madden, COO/CFO

Signature:

Signature:

Date:

Date:
