

MEMORANDUM OF AGREEMENT

Between
New Mexico Department of Health
And
Gadsden Independent School District

This Agreement entered into between New Mexico Department of Health (DOH) and Gadsden Independent School District, the entity providing services (Entity).

Article I: Purpose

The purpose of this agreement is to provide teen pregnancy prevention programming using an intensive case management approach and the Teen Outreach Program (TOP) in Doña Ana County.

Article II: Scope of Work

A. The ENTITY shall perform the following work:

In Gadsden Middle School in Doña Ana County

1. Collaborate with the New Mexico Teen Pregnancy Coalition (NMTPC) to implement an intensive case management program “Helping Children Stay Children” for teen pregnancy prevention at Gadsden Middle School in Doña Ana County. Program participants will be eleven and twelve year olds identified as at risk with behavior problems, attendance problems, poor academic skills and other risk factors for teen pregnancy. The program will provide each participant with the following activities and services:

Activities:

- a. A job club, including stipends, development of an individual bank account, graduated employment experiences and career awareness;
- b. An educational component including individual academic assessment, tutoring and homework help;
- c. Comprehensive sex education;
- d. Self-expression through the arts;
- e. Sports and physical activity;

Services:

- f. Comprehensive medical care, including reproductive health and contraception counseling; and
- g. Mental health services, including counseling as needed.

2. Collaborate with the NMTPC to implement the TOP as an out-of-school teen pregnancy prevention program for 6th-8th grade students in the Mesquite-Vado area. TOP programming for each participant includes a two-day-a-week, 90 minute program with:

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- a. One day of structured classroom activity with training in the TOP Curriculum focusing on skills in areas, such as communication, problem solving, physical health and nutrition, goal setting and development.
 - b. One day a week of community service projects or facilitated reflection to personalize and increase learning, making connections between community service component and structured classroom health information component.
 - c. A minimum of 20 hours of community service per program year for each participant.
 - d. Monthly stipends for program participation.
 - e. Field trips to students who have exceeded TOP requirements. Field trips will include but not be limited to college tours, museums and community events.
 - f. Provide an end of the year graduation for students who have met all of the requirements of TOP with guest speakers and certificates of achievement.
3. Submit, with monthly invoice for all educational services, the following monthly reports (one hard copy and one email copy) to the FPP:
 - a. Activity Report (Attachment 1);
 - b. A brief summary of collaboration discussions/efforts to include: with whom, dates, and the subject of the discussion.
 4. Submit any agreements or subcontracts using Title X funds to the NM/DOH for review and assurance of compliance with Title X regulations.
 5. Assure no Title X funds or resources are used for abortions.
 6. Identify NMDOH/Public Health Division (PHD)/FPP/Department of Health and Human Services in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under the Scope of Work or through the budget of this Agreement.
 7. Submit any materials developed for public or media distribution to include but not limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcements, shall be submitted to the FPP/APP Coordinator and the DOH Communications Director for approval prior to finalization and distribution.

General Provisions

8. Performance will be monitored and evaluated by periodic on-site work reviews, review of quarterly data reports, and scheduled consultations with the FPP.

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Deliverable	FY 08 Budget
Helping Children Stay Children	
Intensive case management for 55 participants at \$1,250.00 per participant including the 7 activities and services in 4.d of scope of work.	\$68,750.00
Teen Outreach Program	
Education for 30 adolescents in TOP curriculum classroom activities, reflection groups, and community service at \$550.00 for each student that completes a full unit. A unit includes a minimum of 20 hours of community service per year and participation in weekly sessions.	\$16,500.00
Stipends for 30 students at \$6,750.00	
2 months x 30 students x \$25.00 = \$1,500.00	
3 months x 30 students x \$50.00 = \$4,500.00	\$6,000.00
2 field trips for 30 students at \$40.00 per student	\$2,400.00
1 graduation ceremony for 60 students and 120 guests at \$15.00 per person	\$2,700.00
This funding will provide teen pregnancy prevention programming at Gadsden Middle School, in support of the New Mexico Community Foundation's New Mexico Extended-Day Integrated Services in Schools Initiative (NMISSI). This Agreement qualifies as a NMISSI leveraged match.	
Grand Total	\$96,350.00

9. NM/DOH/PHD/Family Health Bureau/FPP will pay the ENTITY based upon deliverables completed after receipt and approval of deliverables and monthly invoices. The Division reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

10. The ENTITY may make adjustments or changes not to exceed the total amount payable under the agreement with written prior approval of the FPP. The maximum amount to be paid to the ENTITY for this FY08 budget shall not exceed a total of \$96,350.00.

11. The ENTITY will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

12. Submitted monthly Request for Reimbursements must include the following:
 - a. agreement number;
 - b. ENTITY'S' name and address;
 - c. dates, requesting reimbursement for under the agreement terms;
 - d. original signature of authorized requestor;
 - e. date of billing;
 - f. statement certifying that the above information is true, correct in accordance with the contract and no part of this request has been previously paid; and
 - g. brief description of activities billing for.

13. The ENTITY agrees to submit invoices for services provided within thirty days of the month in which services were delivered. In addition, notwithstanding the provisions of Article IV, Section B, the ENTITY agrees to submit the final invoice for services provided in June within the first week of the following July.

B. Services will be performed in Doña Ana County, New Mexico.

C. Performance Measures.

The ENTITY shall substantially perform the following Performance Measures:

This contract is pursuant to the NM Department of Health FY08 Strategic Plan.

Program Area 2: Public Health

Task 2: Reduce Teen Pregnancy

- Annual teen birth rate for females ages 15 to 17.
- Annual number of births registered at Vital Records for females ages 15 to 17.
- Number of teens ages 15 to 17 receiving family planning services in agency-funded family planning clinics
- National ranking of New Mexico teen birth rate per 1,000 females ages 15 to 17.

Article III: Administering Agency

The administering agency is the DOH.

Article IV: Compensation

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$96,350.00. This amount is a maximum and not a guarantee that the work assigned to the Entity under this Agreement to be performed shall equal the amount stated herein.**

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based Upon Deliverables, such compensation not to exceed \$96,350.00 (as set forth in Paragraph A) including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$0.00 shall be paid by the DOH to the Entity. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 7 set forth below and to any negotiations between the parties from year to year pursuant to Article II, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Article V: Property

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

Article VI. Client Records and Confidentiality

- A. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- B. The Entity shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to DOHs' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, the Entity shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this Agreement as Attachment 1.

Article VII: Funds Accountability

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

Article VIII: Liability

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

Article IX: Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this

Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

Article X: Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, PROVIDER acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

Article XI. Period of Agreement:

This Agreement shall be effective March 1, 2008 or upon approval of both parties, whichever is later and shall terminate on **June 30, 2008** or as stated in **ARTICLE IX, Termination**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

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New Mexico Department of Health

Entity: Gadsden Independent School District

By: _____
Secretary
NM Department of Health

By: _____

Date: _____

Date: _____

By: _____
Office of General Counsel
for legal sufficiency

By: _____

Date: _____

Date: _____