

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 funding for capital improvements for the provision of a School-Based Health Center.

Article II: Scope of Work

A. The Entity shall perform the following work:

Programming

1. Designate and/or hire a Project Design Professional, to ensure Public Schools Facility Authority (PSFA) guidelines and contracts are followed, within sixty days of final approval of this MOA. (Guidelines can be found at www.nmschoolbuildings.org)
2. Ensure the PSFA's Request For Approval For School Construction (RASC) Form is complete at each drawing phase and submitted to PSFA along with the required set(s) of drawings and information.
3. Submit a copy of the entire RASC packet sent to PSFA to OSAH at each phase of design.
4. Complete the "Agreement Between the Owner and the Design Professional, 2005 Edition, Version 2.0" and submit completed agreement to OSAH.

Schematic Design

5. Notify OSAH upon completion and submission of all Schematic Design Documents.
6. Submit, to OSAH, a copy of the approval letter issued by PSFA to Gadsden Independent School District.

Design Development

7. Notify OSAH upon completion and submission of all Design Development Documents.
8. Submit, to OSAH, a copy of the approval letter issued by PSFA to Gadsden Independent School District.

Construction Documents

9. Notify OSAH upon completion and submission of all Construction Documents.
10. Submit, to OSAH, a copy of the approval letter issued by PSFA to Gadsden Independent School District.

Proposal Process

11. Submit Invitation for proposal to OSAH upon PSFA's approval of "Approval of School Construction" (ASC) for the Project.
12. Utilize the Division One PSFA Contract for Procurement for the proposal.
13. Submit written recommendations including acceptance or rejection, to OSAH for approval, upon completion of the proposal process

Construction

14. Submit to OSAH a copy of the award of the Contract for Construction from PSFA to Gadsden Independent School District.
15. Provide OSAH with a monthly update of progress on the project.
16. Submit a copy of the Certificate of Final Completion to OSAH.
17. Submit a copy of the Certificate of Occupancy to OSAH.
18. Notify OSAH in writing if Gadsden Independent School District receives additional funding from other grant or funding sources for capital projects.

General Provisions

19. Performance will be monitored and evaluated by periodic work reviews, review of reports, and scheduled consultations with Gadsden Independent School District.

Programming		\$ 15,000.00
Letter of Transmittal	\$ 5,000.00	
Contract, Design Professional	\$ 5,000.00	
Statement, Project Program	\$ 5,000.00	
Documents, Schematic Design		\$ 10,000.00
Documents, Design Development		\$ 10,000.00
Documents, Construction		\$ 15,000.00
Bidding		\$ 20,000.00

Invitation to Bid	\$ 10,000.00	
Bid Recommendations	\$ 10,000.00	
Construction		\$ 30,000.00
Contract for Construction Award	\$ 10,000.00	
Certificate of Final Completion	\$ 10,000.00	
Certificate of Occupancy	\$ 10,000.00	
Total		\$100,000.00

NM DOH/Public Health Division/OSAH will pay Contractor based upon deliverables completed, after receipt and approval of monthly invoices and deliverables

The Contractor 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 3, Section B, the Contractor agrees to submit the final invoice for services provided in June within the first week of the following July;

The Contractor may make adjustments or changes not to exceed the total amount payable under the contract with written prior approval of the OSAH. The maximum amount to be paid to the Contractor for this budget shall not exceed a total of \$100,000.00.

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

— B. Services will be performed Gadsden High School.

C. Performance Measures.

Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the Department to meet the portions of its 2008 Strategic Plan that relate to the Department's mission to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, a specific measure identified is: Program Area 1: Administration

Task 1: Expand Healthcare Access in Rural and Underserved Areas through Telehealth Services.

Activities:

- Implement behavioral health telehealth projects.
- Increase Screening Brief Intervention Referral and Treatment (SBIRT) telehealth services.
- Implement the FY06-07 telehealth program plan for kids at risk for suicide, depression, developmental disabilities and diabetes due to obesity (Envision, REACH, BHST/HRSA, Value Options) to pilot programs at telehealth sites: SBHCs, public health offices, rural primary care centers and Indian Health sites.

Performance Measures:

- Number of established telehealth sites (including video) throughout the state for training, consultation among physicians, or patient services. (GPAC)
- Number of telehealth sites throughout the state used for patient services. (GPAC, AGA)
- Number of telehealth specialty services available through the telehealth network. (GPAC)
- Number of patient encounters provided through telehealth sites statewide. (GPAC, AGA)

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- Number of hours of health related training and consultation. (GPAC)

Program Area 2: Public Health

Task 2: Reduce Teen Pregnancy.

Activities:

- Utilize and expand evidence-based interventions (Teen Outreach Program, Plain Talk, male involvement programs and "What Works Curriculum") to reduce unintended births and second births in teenagers.
- Continue to increase the number of family planning visits through sites such as the 55 local public health offices, DOH Family Planning Program-funded clinics, and school-based health centers.
- Determine and target prevention programs to Hispanic youth.
- Initiate and increase age-appropriate sexuality education.

Performance Measures:

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

Task 5: Reduce Suicide Among Youth.

Activities:

- Double the number of behavioral health encounters in school based health centers (SBHCs).
- Expand the statewide Agora Crisis Line utilizing peers as well as trained professionals.
- Conduct a statewide media campaign to advertise the toll-free Crisis Hotline.
- Increase the number of outreach and behavioral health educational presentations to teens.
- Implement the Substance Abuse and Mental Health Services Administration prevention and early intervention grant for youth suicide in four rural communities in New Mexico (Gallup, Pojoaque, Carlsbad and Mescalero).
- Educate families and communities on youth suicide issues, including stigma reduction through social marketing and outreach campaigns.
- Perform suicide prevention, education and outreach to 5,000 at-risk families per year.
- Increase telehealth counseling to eight school-based health centers and juvenile justice facilities.
- Increase screening of teens at schools, public health clinics and private providers to identify at-risk youth.
- Promote positive youth development opportunities in communities, schools and workplaces, juvenile probation and parole offices, Protective Services and juvenile justice facilities.
- Facilitate discussion with Native American communities on the major youth issues of suicide, teen pregnancy, domestic violence, substance abuse and alcohol as identified in the DOH produced video called "REZ Hope" to increase awareness and promote community action.

- Develop public service announcements and other media to specifically address reducing the stigma associated with seeking help for depression and suicidal thoughts to include the development of outreach programs that acquaint the general public with early warning signs and provide information on how to best respond to an individual who is at risk of suicide.
- Support collaborative suicide prevention efforts statewide and at the community level by focusing on at-risk families and communities.
- Promote diversity and acceptance of youth regardless of race, ethnicity, gender and sexual orientation.

Performance Measures:

- Number of calls to the agency-funded agora youth crisis line. (GPAC, AGA)
- Youth suicide rate among 15- to 19-year-olds per 100,000. (GPAC, AGA)
- New Mexico ranking for youth suicide among 15- to 24-year-olds. (GPAC, AGA)
- Youth suicide rate among 20- to 24-year-olds per 100,000. (GPAC)
- Percent of youth reporting they have considered suicide. (GPAC)
- Percent of youth who report they have attempted suicide. (GPAC)

Task 7: Expand Healthcare for School-Age Children and Youth Through School-Based Health Services.

Activities:

- Reduce teen birth, suicide and obesity rates through visits to school based health centers (SBHCs).
- Implement the Suicide Screening Protocol at all SBHCs.
- Implement a pilot of the Behavior Health Standards and Best Practice Guidelines to evaluate its effectiveness in four SBHCs.
- Implement the Envision NM training program statewide with phase 1 beginning in Clovis, Portales, Shiprock and Gallup. Envision NM training offers disease management practices to SBHC and community providers aimed at reducing obesity in youth.
- Increase the number of students who have access to and use SBHCs.
- Develop peer-led health promotion and health education in schools and the community.
- Utilize alcohol prevention strategies in all applicable programs.

Performance Measures:

- Number of operating school-based health centers.(GPAC, AGA)
- Number of youth served at school-based health centers. (GPAC, AGA)
- Number of visits to school-based health centers.(GPAC, AGA)
- Number of school-based health centers that implement youth suicide screening and prevention plans. (GPAC)
- Number of students receiving behavioral health services in school-based health centers. (AGA)

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 \$100,000. This amount is a maximum and not a

guarantee that the work assigned to 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 at the BASED UPON DELIVERABLES, such compensation not to exceed \$100,000 (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 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 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, Entity shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this Agreement as Attachment I.

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 XIV: 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 August 1, 2007 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