

PROGRAM SPONSOR SERVICES AGREEMENT
Gadsden Independent Schools
FY 2012

This Program Sponsor Services Agreement (“Agreement”) is entered into as of October 1, 2011 between the Regents of the University of New Mexico, for its public operation known as Health Sciences Center, specifically for the Office of Diversity (“UNMHSC”), and Gadsden Independent Schools (“School District”).

RECITALS

- A. UNMHSC has developed a program called The Dream Makers Health Careers Program (the “Program”), which is meant to expose students in rural middle and high schools to health careers through educational sessions that incorporate diverse activities of lessons, seminars, projects, field trips, meetings, and advisement and that are held during and after school hours, seminars, and projects.
- B. School District wishes to participate in the Program at Chaparral Middle School, and is willing to assign a teacher to act as a sponsor (“Sponsor”) for the Program.
- C. UNMHSC has funds to support the Sponsors at the school.
- D. This Agreement sets forth the terms and conditions under which School District will provide a Sponsor for the Program, and UNMHSC will reimburse School District for the Sponsor services.

The parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL DISTRICT

- A. School District will designate one or two teachers to serve as Sponsor(s) for the Program at Chaparral Middle School during the 2011/12 school year. The Sponsors will be subject to approval by UNMHSC. The Sponsors will not be replaced without written approval by UNMHSC. UNMHSC may require replacement of a Sponsor if it determines, in its sole discretion, that the Sponsor is not fulfilling his/her responsibilities in an acceptable manner.
- B. The Sponsors will perform the following duties with regard to the Program at his/her school:
 - 1. Provide 12 health careers sessions per year to students in the Program;
 - 2. Provide Dream Makers student leadership sessions through community entities;
 - 3. Provide an evening presentation to members of the Program and their families on higher education and provide information on available sources of financial aid;

4. Address unique issues relating to the cultural beliefs of the students from the Chaparral, New Mexico region about science and health professions.
 5. Educate students, families, and communities about health professions and University of New Mexico Health Sciences Center. Session topics will be developed by the Sponsors at the schools to include areas of health care that are available and relevant to the community;
 6. Oversee high school student research papers and poster projects based on health related topics, to be presented and judged by health care and education professionals.
- C. If requested by the UNMHSC Program Coordinator, the Sponsors will meet as soon as possible after execution of this Agreement with the Program Coordinator and other UNMHSC staff to discuss final details relative to commencement of and performance of the Program.
- D. Neither the School nor the Sponsors will issue any press release to any publication, including newspapers, without first clearing the text with and receiving prior written approval from the UNMHSC Office of Diversity.
- E. The Sponsors will provide the UNMHSC Program Coordinator with a monthly progress report and schedule for the Program. The report will be provided by no later than the tenth day of the month immediately following the end of the month covered by the report. Each report will include a list of planned and completed educational sessions, specifically conveying the Program's highlights, successes, challenges and possible solutions. Each report will include a summary of Program accomplishments for the subject month, a projection of work to be accomplished during the month the report is filed, and a projection of work to be accomplished during the next three months. Any information required from UNMHSC and the dates such information is necessary to be delivered in order to the Sponsor to maintain the schedule will be specifically identified in the reports. The report will clearly show the reason(s) for any delay(s), such as Program clarification or revision, delay in receipt of information or approvals from UNMHSC, etc., and will include the dates that each delay started and ended.

II. RESPONSIBILITIES OF UNMHSC

- A. UNMHSC will designate a staff member to act as coordinator ("Program Coordinator") between UNMHSC and Sponsors. Copies of all correspondence, work products, specifications, estimates and other materials prepared by the Sponsors should be directed to the Program Coordinator and any other UNMHSC personnel designated by the Program Coordinator. Direct contact or communication by the Sponsors with other UNMHSC offices or any other state or governmental entity concerning the Program will be made only with the prior knowledge and approval of the UNMHSC Office of Diversity.
- B. UNMHSC will pay up to \$1,000 in travel expenses to the School District for Program participants to travel to UNMHSC for the Program graduation and for

one additional field trip that will be health career based upon prior written approval of the UNMHSC Office of Diversity. The Sponsors will request approval in advance by e-mail for any requested travel expenses, and such expenses may be approved by e-mail response. Approved expenses will be reimbursed by UNMHSC in accordance with Section V.B of this Agreement.

- C. UNMHSC will purchase, on behalf of the school district, up to \$1,000 in supply expenses for various consumable and non-consumable materials directly related to student Program use, upon prior approval of the UNMHSC Office of Diversity. The Sponsors will request supplies from UNMHSC by e-mail, and such supplies may be approved by e-mail response. UNMHSC will be responsible for ordering and paying for approved supplies, and will have such supplies shipped directly to the school.
- D. UNMHSC will provide a toolkit for orientation purposes and as a framework for developing this Program.

III. COMMUNITY COORDINATOR

School District will select and appoint a staff member or community person to act as a Community Coordinator for the Program. The Community Coordinator will primarily be responsible for securing local health professionals and/or UNM HSC health professional students (2nd year and after) to execute presentations for student sessions at all schools, and will lead coordination and planning all school Program schedules and activities with the Sponsors and local health professionals. If the designated Community Coordinator cannot complete the Program, the parties will work together to appoint a new Community Coordinator. UNMHSC may require replacement of a Community Coordinator if it determines, in its sole discretion, that the Community Coordinator is not fulfilling his/her responsibilities in an acceptable manner.

IV. LIABILITY AND INSURANCE

- A. As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The liability of UNMHSC and the School District will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.
- B. UNMHSC and School District are provided general and professional liability insurance as set forth in the New Mexico Tort Claims Act.

V. FINANCIAL

- A. UNMHSC will pay, each consultant, Sponsor(s) up to \$1,000 for high school level Sponsor(s) services, up to \$600 for middle school level Sponsor(s) services, and \$1,000 for the Community Coordinator for services rendered under this Agreement. Each Sponsor and Community Coordinator will submit an invoice for the total amount with its final report on or before the last business day of May 2012. If the Sponsors provide fewer than 12 workshops as required by Section

I.B.1, the amount payable will be reduced by \$83 for each workshop not provided.

B. UNMHSC will reimburse School District for pre-approved travel expenses incurred in accordance with Section II.B on a monthly basis. School District will submit an invoice for travel expenses, including copies of receipts, with its monthly report.

C. Invoices will be submitted to:

University of New Mexico
Accounts Payable Department
P.O. Box 4548
Albuquerque, NM 87196

With a copy to:

University of New Mexico Health Sciences Center
Office of Diversity
Attn: Denneilia F. Yazzie-Toribio, MBA
MSC08 4680
1 University of New Mexico
Albuquerque, NM 87131-0001

Each invoice will clearly reference the purchase order number and School District's Federal Employer Identification Number.

D. UNMHSC will pay School District within 30 days of receipt of an invoice. Payment will be made to:

Gadsden Independent School District
4950 McNutt Road,
Sundland, NM 88063

VI. TERM. This Agreement will be effective as of October 1, 2011, and will continue in effect until May 31, 2012. Either party may terminate this Agreement for any reason at any time upon 30 days advance written notice to the other party. If this Agreement is terminated prior to May 31, 2012, UNMHSC will pay Consultant(s) a pro rata share of the compensation set forth in Section V.A based on the period of performance. This Agreement may be renewed upon written agreement of the parties. The renewal document will set forth the compensation for the renewal period.

VII. OWNERSHIP OF DOCUMENTS

A. The toolkit and all documents which are prepared by the School District or Sponsors in connection with this Agreement will be the property of UNMHSC and will be delivered to UNMHSC upon termination of this Agreement. The School District will be responsible for the protection and/or replacement of any original documents in its possession. UNMHSC will receive all original drawings and the School District may retain a reproducible copy.

- B. For the consideration payable under this Agreement, the work product required by this Agreement will be considered a work made for hire within the meaning of that term under the copyright laws of the United States, applicable common law and corresponding laws of other countries. UNMHSC will have sole right and authority to seek statutory copyright protection and to enjoy the benefits of ownership of the work. The party performing the work hereby assigns all rights, title and interest in and to the work to UNMHSC and will require the Sponsor to agree in writing that they assign all right, title and interest in work product required by the Agreement to UNMHSC.
- C. For the consideration payable under this Agreement, the School District agrees to report any invention arising out of the work required by this Agreement to UNMHSC. UNMHSC will have sole right and authority to seek statutory patent protection under United States and foreign patent laws and to enjoy the benefits of ownership of the invention, whether or not the invention was required of the School District or Sponsors as part of the performance of work. The School District hereby assigns all right, title and interest in and to inventions made in the course of the work to UNMHSC and agrees to execute and deliver all documents and do any and all things necessary and proper to effect such assignment. School District will require Sponsors to agree in writing that they will execute and deliver all documents and do any and all things necessary and proper to effect assignment of inventions arising out of the work required by this Agreement to UNMHSC.
- D. School District acknowledges and agrees that UNMHSC is the owner of the “Dream Makers Health Careers Program” toolkit (the “Toolkit”), which will be provided by UNMHSC to the School District and the Sponsor for use in the Program. UNMHSC hereby licenses the Toolkit to School District solely for use in the Program and pursuant to the terms and conditions of this Agreement.
- E. This provision shall survive expiration and termination of this Agreement.

VIII. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement. No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- B. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- C. **Relationship of Parties.** The parties and their respective employees are at all times acting as independent contractors. School District and Sponsors will not be considered employees of UNMHSC for any purpose, including, but not limited to, workers’ compensation, insurance, bonding or any other benefits afforded to employees of the other party. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

- D. Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.
- E. Student Records.** The parties will maintain the confidentiality of student records in accordance with applicable federal and state laws and regulations.
- F. Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Regents of the University of New Mexico, or other sponsoring agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Regents or other sponsoring agency, this Agreement will terminate upon delivery of written notice by UNMHSC to School District. The decision of UNMHSC as to whether sufficient appropriations are available will be accepted by School District and will be final.
- G. Eligibility for Participation in Government Programs.** Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- F. Confidentiality.** The confidentiality of School's students' records, including pre- and post-testing results of the Curricula, will be maintained by the parties in accordance with applicable federal and state laws and regulations. UNMHSC will not identify any individual students in reports, presentations, or other public venues, except with permission of the individual or the individual's parent if the individual is a minor.
- Q. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To UNMHSC: University of New Mexico Health Sciences Center
 Office of Diversity
 Attn: Vice President for Diversity
 MSC08 4680
 1 University of New Mexico
 Albuquerque, NM 87131-0001

To School District: Gadsden Independent School District
4950 McNutt Road,
Sundland, NM 88063
Attn: _____

G. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and assigns.

GADSDEN INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Printed Name: _____
Title: _____

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,
FOR THE HEALTH SCIENCES CENTER**

By: _____ Date: _____
Purchasing Manager

Approved:

By: _____ Date: _____
Valerie Romero-Leggott, M.D.
Vice President, Office of Diversity

Approved as to form:

 _____ Date: 10/13/11
Ariadna Vazquez
Associate University Counsel

*Licensed to Practice in the Commonwealth of Virginia and District of Columbia