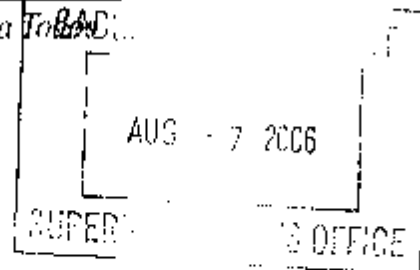




August 4, 2006



Mr. Ron Haugen
Superintendent
Gadsden Independent School District
4950 McNutt
Sunland Park, New Mexico 88063

Dear Mr. Haugen:

The New Mexico SBIRT Project administered by Sangre de Cristo Community Health Partnership is interested in continuing to provide early substance abuse screening, brief intervention, and referral to treatment (SBIRT) services for Gadsden High School students who might prove at risk for abuse of substances. As you are aware, through our collaborative relationship with the local La Clinica de Familia, we had been providing these services during the past academic year. The attached formal collaborative agreement between Sangre de Cristo Community Health Partnership and the Gadsden Independent School District will allow these needed services to continue at Gadsden High School in the upcoming 2006 academic year.

Our NM SBIRT regional supervisor Mr. James Schall, LISW last year supervised our SBIRT behavioral health consultant Ms. Kourtney Vallancourt in this endeavor. Mr. Schall has also been in discussions with you pertaining to the continuation of our work together at Gadsden High School. For our part we are committed to continuing SBIRT services at Gadsden High School and I have therefore signed the two original enclosed collaborative agreements. Please sign the 2 enclosed agreements and return 1 in the self addressed stamped envelope. Retain 1 original for your records.

I have also enclosed our most recent SBIRT Newsletter as well as a 1 page overview of the NM SBIRT Program. Should you have any questions concerning the Agreement or need additional information, please do not hesitate to call my office at 505-983-8011 or my mobile phone at 505-913-9992.

We look forward to continued work with you and the Gadsden High School community.

Sincerely,

Arturo N. Gonzales, Ph.D.
Executive Director

cc: Mr. James Schall, LISW SBIRT Regional Supervisor



COLLABORATIVE AGREEMENT

This Agreement ("Agreement") is entered into by and between the **Sangre de Cristo Community Health Partnership ("SDCCHP")** and the **Gadsden Independent School District, Gadsden High School Gadsden, New Mexico**; (individually "the Party" and collectively "the Parties") to set forth the objectives, understandings, and agreements between the Parties with respect to the allocation of office space and other support, including the participation of the **Gadsden Independent School District, Gadsden High School** in the conducting of screening, brief intervention, brief treatment and referral activities for students through the SDCCHP-SBIRT Program.

WHEREAS, SDCCHP has received a Center for Substance Abuse Treatment (CSAT) Contract awarded by the New Mexico Behavioral Health Services Division (BHSD) within the New Mexico Department of Health (DOH); and

WHEREAS, such CSAT-DOH-BHSD grant provides financial assistance to SDCCHP for the purpose of expanding and enhancing New Mexico's substance abuse treatment service systems by: expanding the State's substance abuse early intervention and treatment system of care to include screening, brief intervention, referral, and brief treatment (SBIRT) in general primary medical care and other community settings such as community health centers, NMDOH district public health offices and school-based health clinics; supporting clinically appropriate brief treatment services for nondependent at risk substance users (i.e., Substance Abuse Disorder diagnosis) as well as for dependent substance users (i.e., persons with a Substance Dependence Disorder diagnosis);

WHEREAS, the **Gadsden Independent School District, Gadsden High School** is duly accredited and designated in the State of New Mexico to provide school based health services.

WHEREAS, the **Gadsden Independent School District, Gadsden High School** is willing and able to collaborate with the Sangre de Cristo Community Health Partnership to provide the above behavioral health services to at risk students enrolled in the, **Gadsden Independent School District, Gadsden High School, Gadsden, New Mexico**.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the Parties agree as follows:

SECTION 2 **Scope of Work and Responsibilities of Sangre De Cristo Community Health Partnership**

The responsibilities and deliverable services to be provided by SDCCHP-SBIRT pursuant to this Agreement are as follows below. The Parties acknowledge that during the course of this Agreement the Parties may mutually amend Section 2, as reasonable, appropriate and necessary to effectuate the purposes of this Agreement.

- 2.1 Sangre de Cristo Community Health Partnership (SDCCHP) will place a licensed behavioral health consultant (BHC) on-site up to five days a week to provide free (federally funded) early brief intervention and brief treatment and referral services (SBIRT) in the areas of substance abuse and alcohol screening for at risk **Gadsden Independent School District, Gadsden High School** students. The behavioral health consultant will be an employee of SDCCHP but will look like a member of the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL team. GADSDEN HIGH SCHOOL students will be screened using the Healthy Lifeways Teen questionnaire on the days that the BHC is on site.
- 2.2 SDCCHP-SBIRT will assume the employment of the licensed behavioral health consultant and all costs associated with such employment. e.g., salary, fringe benefits, vacation, sick leave etc. SDCCHP-SBIRT pledges to hire competent and ethical staff and licensed behavioral health consultants. Should any differences of opinion with respect to the personnel chosen arise, SDCCHP-SBIRT will seek input from the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL to resolve any differences. If the differences ultimately prove irresolvable, SDCCHP-SBIRT will then remove and re-assign the behavioral health consultant to another SDCCHP-SBIRT site.
- 2.3 SDCCHP-SBIRT will provide the clinical and employee supervision of the licensed behavioral health consultant in conjunction with the GADSDEN HIGH SCHOOL's designated organizational supervisor through the SDCCHP-SBIRT's Clinical Director and/or Regional Clinical Supervisor. SDCCHP-SBIRT supervisors will seek input from GADSDEN HIGH SCHOOL in the introductory and annual evaluations of the behavioral health consultant.
- 2.4 SDCCHP-SBIRT will require that all licensed behavioral health consultants placed at the GADSDEN HIGH SCHOOL site abide by all GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL rules and regulations governing conduct of professional employees and to abide by the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's Code of Ethics in all activity occurring at the GADSDEN HIGH SCHOOL site.
- 2.5 SDCCHP-SBIRT will provide for healthcare Professional Liability and General Liability Insurance policy for all Sangre Behavioral Health Consultants. (Please see attached Policy No. 0314704 Cover Sheet herein attached as part of this Agreement).
- 2.6 SDCCHP-SBIRT will assume expenses associated with the setting up of office space, implementation of business cards and office supplies for the licensed behavioral health consultant assigned to GADSDEN HIGH SCHOOL. SDCCHP-SBIRT licensed behavioral health consultants will use business cards of the assigned GADSDEN HIGH SCHOOL
- 2.7 SDCCHP-SBIRT will provide training to GADSDEN HIGH SCHOOL staff and other appropriate staff on the utilization and scoring of the SDCCHP-SBIRT Health Lifeways Teen Questionnaire administered to GADSDEN HIGH SCHOOL students as well as an overall orientation and introduction to the NM SBIRT Program.
- 2.8 SDCCHP-SBIRT will monetarily reimburse the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL at \$12 dollars per actual completed Health

Lifeways Teen screening and student referral to the licensed behavioral health consultant. Reimbursement shall be allocated based upon the Daily Results Report submitted to SDCCHP-SBIRT central administrative office in Santa Fe, New Mexico by the GADSDEN HIGH SCHOOL/licensed behavioral health consultant. (An example of the Daily Results Report Document is herein attached as part of this Agreement.)

- 2.9 The SDCCHP-SBIRT NM SBIRT program will provide over the course of the program and academic year further training and assistance toward the development of competencies for the staff of GADSDEN HIGH SCHOOL on Motivational Interviewing and the Community Reinforcement Approach process as well as orientation to the screening assessment tools utilized within the SDCCHP-SBIRT NM SBIRT Program.
- 2.10 SDCCHP-SBIRT will assume specialty substance abuse treatment referral costs for intensive outpatient services rehabilitation and residential care for the more severely addicted GADSDEN HIGH SCHOOL student that may require additional and intensive substance abuse or alcohol treatment. Referral of these students will be made by the licensed behavioral health consultant to an appropriate treatment agency using SDCCHP-SBIRT protocols. Payment for treatment will be based upon an already negotiated fee schedule between the treatment provider and SDCCHP-SBIRT.
- 2.11 The SDCCHP-SBIRT licensed behavioral health consultant will provide 6-month follow-up on a 25% sample of students that have participated in the SDCCHP-SBIRT brief intervention, brief treatment and referral interventions. Students provided with 6 month follow-up will be chosen randomly following SAMHSA-SBIRT protocols.
- 2.12 The SDCCHP-SBIRT licensed behavioral health consultant will chart in the SDCCHP-SBIRT record system as per SDCCHP-SBIRT policy.
- 2.13 SDCCHP-SBIRT shall, as soon as reasonably practicable, notify GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL of any action, event, claim, proceeding, or investigation (including, but not limited to, any report made to the National Practitioner Data Bank) that could result in the revocation, termination, suspension, limitation or restriction of the licensure, certification, or qualification of SDCCHP-SBIRT to provide the services contemplated by this Agreement
- 2.14 SDCCHP-SBIRT shall provide a minimum of 24 hours per week of quality substance abuse screening, brief intervention, brief treatment and referral per week during the school calendar year at the GADSDEN HIGH SCHOOL site.
- 2.15 SDCCHP-SBIRT shall implement an active broad-based referral and consultative relationship with the community health care systems, private providers, the school and other mental health providers for substance abuse services not provided on-site at the GADSDEN HIGH SCHOOL Health Clinic. This system will include a referral form and a referral log with noted follow-up.
- 2.16 For purposes of working with students through SDCCHP-SBIRT, New Mexico State law permits minors on their own to consent to mental health counseling (including substance abuse), pursuant to Section 32-6-14, NMSA 1978.
- 2.17 SDCCHP-SBIRT shall maintain student SBIRT records separate from school nursing and school academic records. Student records generated under this Collaborative

Agreement will be made available to the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL, as appropriate within HIPPA privacy and confidentiality regulations.

SECTION 3 Scope of Work and Responsibilities of the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL

The responsibilities and deliverables services to be provided by the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL pursuant to this Agreement are as follows. The Parties acknowledge that during the course of this Agreement the Parties may mutually amend Section 3, as reasonable, appropriate and necessary to effectuate the purposes of this Agreement

During the term of this Agreement, GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL, shall have the following obligations and responsibilities:

- 3.1 The GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL will provide telephone and internet capability for the licensed Behavioral Health Consultant assigned to the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL. These should be secure and suitable for maintaining patient-client confidentiality with respect to the implementation of the SBIRT clinical models of Motivational Interviewing and Brief Treatment and Referral protocols.
- 3.2 Successful implementation of the program will involve the collaboration of all pertinent GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL staff.
- 3.3 The SBIRT program is completely voluntary and confidential. GADSDEN HIGH SCHOOL clients/students will need reassurance that information gathered from the Teen HLQ and from subsequent assessment and feedback activities will not jeopardize their ability to receive any other service, nor will any information about their drug and/or alcohol use be reported to anyone outside of GADSDEN HIGH SCHOOL. If the client/patient has additional concerns about confidentiality, the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL can make an immediate referral to the licensed behavioral health consultant who will make every attempt to address these concerns directly with the student. A system of recording which student (s) have already been screened, as well as a system for the licensed behavioral health consultant to communicate feedback to the appropriate GADSDEN HIGH SCHOOL staff will be worked out.
- 3.4 The GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL will designate an individual from its organization for purposes of administrative and operational coordination and liaison and for feedback to SDCCHP-SBIRT on the effectiveness of the implementation of the SDCCHP-SBIRT Program.
- 3.5 The GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL will ensure that the appropriate GADSDEN HIGH SCHOOL staff will cooperate with the universal screening and scoring of all its students via utilization of the SDCCHP-SBIRT Health Behaviors Questionnaire. The GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL will also ensure that those students who identify, as at risk students via their score will be referred to the SDCCHP-SBIRT licensed Behavioral Health Consultant for further assessment, and brief intervention

and treatment. All interventions by the licensed Behavioral Health Consultant will be conducted as per SDCCHP-SBIRT clinical protocols

- 3.6 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL shall provide through the SDCCHP-SBIRT licensed behavioral health consultant substance abuse and alcohol screening, brief intervention, brief treatment and referral services pursuant to this Agreement in compliance with the terms of this Agreement and all relevant federal and state laws, rules and regulations and in accordance with generally accepted principles and standards for the practice.
- 3.7 SDCCHP-SBIRT will train each licensed behavioral health consultant who provides services under this Agreement on the requirements of HIPAA, and shall certify to GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL in writing, prior to the performance of any services hereunder, that each such behavioral health consultant has received adequate HIPAA privacy training. Furthermore, the parties agree that all SDCCHP-SBIRT licensed behavioral health consultants who provide services under this Agreement, prior to beginning work under this Agreement, shall participate in GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL-sponsored orientation training to orient such licensed behavioral health consultant to GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's policies and procedures. SDCCHP-SBIRT agrees that it and its licensed behavioral health consultants who provide services under this Agreement shall abide by the terms of the Notice of Privacy Practices, as well as all GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL HIPAA policies and procedures. When providing services under this Agreement, SDCCHP-SBIRT and its licensed behavioral health consultants agree to utilize only GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's HIPAA forms, including, without limitation, GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's Notice of Privacy Practices. Notwithstanding anything in this Agreement to the contrary, breach of this Section 3.6 by SDCCHP-SBIRT or its licensed behavioral health consultants shall be grounds for immediate termination of this Agreement by GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL .
- 3.8 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL will provide HIPAA and orientation training to ensure that the licensed behavioral health consultant is interpreting compliance to HIPAA and other GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL policies the same as other GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL staff.
- 3.9 During the term of this Agreement, GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL shall
- 3.9.1.1 be duly licensed, certified and/or otherwise qualified in the State of New Mexico to provide school health care services;
 - 3.9.1.2 not engage in any action that may adversely affect GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's ability to provide services pursuant to this Agreement, including, but not limited to,

loss of required licensure or certification or inability to meet specified qualifications.

- 3.9.1.3 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL shall cooperate with and, as requested, assist SDCCHP in the development, preparation and maintenance of all required records and reports, in accordance with Section 5 of this Agreement.

SECTION 4 **RECORD KEEPING AND REPORTING**

4.1 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL and SDCCHP-SBIRT shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers or other records related and pertinent to this Agreement for a period of three (3) years from the date this Agreement expires or is terminated. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, the Parties agree to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

4.2 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL shall make available to SDCCHP-SBIRT, CSAT, and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents and papers pertinent to this grant and as may be necessary for audit, examination, excerpt, transcription, and copy purposes for as long as such systems, records, reports, books, documents and papers are retained.

4.3 SDCCHP-SBIRT shall make available to GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL, and the Comptroller General of the United States, or any of their duly authorized representatives, upon appropriate notice, such financial systems, records, reports, books, documents and papers pertinent to this grant and as may be necessary for audit, examination, excerpt, transcription, and copy purposes for as long as such systems, records, reports, books, documents and papers are retained.

SECTION 5 **COMPLIANCE WITH APPLICABLE LAW**

5.1 This Agreement shall be governed and construed in accordance with the laws of the State of New Mexico, as well as all applicable federal laws, regulations, and policies, including, but not limited to, all applicable state and local laws, ordinances, and codes, including all licensing standards and applicable accreditation standards.

5.2 SDCCHP-SBIRT certifies that the organization has not been debarred or suspended from participation in any applicable federally or state funded contracts

SECTION 6 **RELATIONSHIP OF THE PARTIES**

GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL is an independent entity. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors.

SECTION 7 **TERM**

This Agreement shall remain in effect for the period of one year effective upon the signing of the Agreement by all parties unless terminated at an earlier date in accordance with Section 8 of this Agreement. This Agreement will automatically self-renew for one year unless either party indicates in writing to the other party their intent not to renew the Agreement.

SECTION 8 **TERMINATION**

8.1 Termination Without Cause. This Agreement may be terminated without cause upon ninety (90) days written notice by either SDCCHP-SBIRT or GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL.

8.2 Termination For Cause. This Agreement may be terminated for cause upon written notice by either Party. "Cause" shall include, but is not limited to, the following:

8.2.1 A material breach of any term of this Agreement, subject to a thirty (30) day opportunity to cure and a failure to cure by the end of the thirty (30) day period;

8.2.2 the loss of required insurance by either Party;

8.2.3 the bankruptcy or insolvency of either Party;

8.2.4 the loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this Agreement;

8.2.5 the omission or commission of any act or conduct for which a license or authorization necessary for either Party to perform its duties under this Agreement may be revoked or suspended (regardless of whether such suspension or revocation actually occurs);

8.2.6 the occurrence of, or criminal indictment for, any act or omission by GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL or SDCCHP-SBIRT that is reasonably determined by SDCCHP-SBIRT or the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL to be so detrimental to the reputation, operation or activities of SDCCHP-SBIRT or the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL so as to cause third parties not to do business with the parties; and

8.2.7 the good faith determination by SDCCHP-SBIRT or the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL that the health, welfare and/or safety of students receiving care from SDCCHP-SBIRT or the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL is jeopardized by the continuation of the Agreement.

8.2.8 in the event of termination for cause, each Party reserves its right to pursue any and all remedies, including damages, available at law and equity.

8.3 Availability of Grant Funds. This Agreement is subject to the availability of federal grant funds to SDCCHP-SBIRT and may be terminated by either Party if CSAT or NM DOH-

BHSD terminates, suspends or materially reduces SDCCHP-SBIRT's grant. SDCCHP-SBIRT will promptly notify GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL, in writing, of any such action.

8.4 Post-termination Obligations. Notwithstanding the termination of this Agreement for any reason, GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL shall be compensated for all services rendered pursuant to this Agreement prior to the effective date of such termination.

SECTION 9 **DISPUTE RESOLUTION**

Any dispute arising under this Agreement shall first be resolved by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (i.e., circumstances under which an extended resolution procedure may endanger the health and safety of the students). Any dispute, which has failed to be resolved by informal discussions between the Parties within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days), may be resolved through any and all means available.

SECTION 10 **INSURANCE**

10.1 GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL's Obligations. For the provision of services under this Agreement, the GADSDEN INDEPENDENT SCHOOL DISTRICT, GADSDEN HIGH SCHOOL is covered as a state entity under the New Mexico Tort Claims Act.

10.2 SDCCHP-SBIRT's Obligation. SDCCHP-SBIRT agrees to secure and maintain, or cause to be secured and maintained, during the term of this Agreement, comprehensive general and professional liability insurance for itself and its officers, directors, employees, contractors, and agents, consistent with prevailing standards covering the provision of services under this Agreement.

SECTION 11 **CONFIDENTIALITY**

11.1 The Parties (and their employees, agents, and contractors) shall maintain the confidentiality of all information regarding the personal facts and circumstances of the students receiving care under this Agreement, in accordance with all applicable state and federal laws and regulations regarding the confidentiality of individually identifiable patient health information. The Parties (and their employees, agents, and contractors) shall not divulge such information to any third parties without the patient's written consent or authorization, except as may be required by law.

11.2 Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, the Parties (and their employees, agents, and contractors) shall not disclose to any person, institution, entity, company, or any other party, any information directly or indirectly related to either Party that the other Party (or its employees, agents, and contractors) receives as a result of performing obligations under this Agreement, or of which it is otherwise aware. The Parties (and their employees, agents, and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in the course of carrying out the responsibilities under this Agreement, unless either Party receives prior written authorization to do so from the other Party or as authorized by law.

Nothing contained herein shall be construed to prohibit any SDCCHP-SBIRT, CSAT, NMBHSD or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data elements pertinent to this grant award and to which (s)he is lawfully entitled.

11.3 The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

SECTION 12 NOTICES

All notices required to be given under this Agreement shall be in writing, and delivered in person or sent by fax, overnight courier or certified mail (return receipt requested, postage prepaid) to the following addresses:

**SDCCHP: Arturo Gonzales, Ph.D.
 Executive Director
 Sangre de Cristo Community Health Partnership
 NM SBIRT Program
 1441 South St. Francis Drive
 Santa Fe, NM 87505
 505-983-8311
 gonzalesassoc@qwest.net**

**James Schall, LISW
Regional Supervisor
Sangre de Cristo Community Health Partnership
NM SBIRT Program
1100 South Main Street Suite 200
Las Cruces, NM. 88005
505-647-9571
jakalastie@yahoo.com**

**GADSDEN INDEPENDENT SCHOOL DISTRICT
Mr. Ron Haugen
Superintendent
Gadsden Independent School District
4950 McNutt
Sunland Park, NM 88063
rhaugen@gisd.k12.nm.us**

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective on the earlier of receipt or five (5) days after deposited in the U.S. mail.

SECTION 13 SEVERABILITY

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality or unenforceability of said provision does not materially change the obligations of the Parties under this Agreement. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

SECTION 14 THIRD PARTY BENEFICIARIES

Except as specifically provided herein, the obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no person or entity shall be a third party beneficiary of this Agreement.

SECTION 15 SUCCESSORS AND ASSIGNS; ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of both Parties and their successors and assigns. Neither Party shall have the right to assign, delegate or transfer this Agreement, or the party's rights and obligations hereunder, without the express prior written consent of the other Party.

SECTION 16 ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the complete understanding of the Parties with regard to the subject matter. Any amendment to this Agreement shall be in writing and signed by the Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Sangre de Cristo Community Health Partnership

By: Arturo N. Gonzalez, Ph.D.
Print: Arturo N. Gonzalez, Ph.D.
Title: Executive Director
Date: August 04, 2006

Gadsden Independent School District

By: _____
Print: Mr. Ron Haugen.
Title: Superintendent
Date: _____