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MOA # 0000000000000000000000006076
Gadsden Independent School District

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 capital funding for provision of a School-Based Health Center at Gadsden Middle School.

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.

MOA # 0000000000000000000000006076
Gadsden Independent School District

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

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

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 .

B. Services will be performed at Gadsden Middle 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)
- Number of hours of health related training and consultation. (GPAC)

MOA # 00000000000000000000006076
Gadsden Independent School District

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed 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

MOA # 000000000000000000006076
Gadsden Independent School District

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 VIIV: 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, theDOH'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 upon approval of both parties, and shall terminate on **June 30, 2008** or as stated in **ARTICLE VIV, Termination**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.