MEMORANDUM OF AGREEMENT

Between

New Mexico Department of Health

And

Santa Fe County

This Agreement entered into between New Mexico Department of Health (DOH) and Santa Fe County, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

1. **PURPOSE**

The purpose of this agreement is to provide contractual and financial oversight for United Way of Santa Fe County's Linking Actions for Unmet Needs in Children's Health (Project LAUNCH) to promote wellness of young children, ages birth to eight years of age, and their families in Santa Fe County, New Mexico.

2. **SCOPE OF WORK**

The Entity shall contract with the United Way of Santa Fe (UWSFC) County's Santa Fe Children's Project (SFCP) to perform the following work:

A. Provide coordination and supervision of the Pre-K classes and family support programming at Aspen Community Magnet School , including management and oversight of parent advisory council; support the integration of activities that promote social and emotional development and family support into the PreK classrooms; submit to the State-level Project LAUNCH Co-Directors minutes of parent advisory council meetings and outcome data on the number of families receiving services;

B. Provide program management and services for evidence-based programming that supports Project LAUNCH's five prevention and promotion strategies, including but not limited to:

1. **Use of developmental assessments in a range of child serving settings**
   a. Administer standardized screening tools to care givers and children in appropriate settings, including but not limited to: the ASQ, ASQ:S , Edinburgh Postnatal Depression Screen, Home Safety Screenings (NMDRAG), Domestic Violence Screens, Social Support Index Screen for First Born clients, and the DIBELS for PreK children;
   b. Provide quarterly outcome data on the number of screening tools given, including but not limited to: Ages & Stages Questionnaire (ASQ), ASQ:SE, Edinburg, Knowledge of Infant Development Inventory (KIDI), the results, and the number of referrals made;
2. **Integrate behavioral health into primary care settings**
   a. Identify policies to improve delivery and access to infant mental health services in primary care;
   b. Provide quarterly data which demonstrates the number of primary care settings partnered with Santa Fe Children's Project (SFCP) that provide behavioral health services for children and families in Santa Fe County;
   c. Provide Triple P Level 2 and 3 interventions in primary care settings to parents with specific concerns about their child's (birth – age eight) development or behavior;
      i) Report quarterly the number, level, and site of interventions;
      ii) Report quarterly the number of families served through the interventions.
3. **Offer home visiting services**

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a. Train the SFCP provider network of home visitors in First Born® model and in Infant Mental Health best practices, provide regular reflective supervision for First Born® home visitors;
b. Provide quarterly outcome data from developmental assessments used during home visiting that identify developmental delays and warning signs and are appropriately referred;
c. Promote strength-based relationship skills between parents/care givers and children in home visiting services using the established First Born® home visiting curriculum;
d. Provide quarterly outcome data on the number of mental health referrals made as a result of home visits with mothers and children through age three;
e. Continue to increase the number of referral agreements for service coordination and removal of barriers of care for mothers and children needing those services;
f. Provide quarterly information about training and number of providers trained on each topic as required and provided by the NM Children, Youth and Families Department (CYFD) and as deemed appropriate by the First Born Program Director.

4. **Provide family strengthening and parent skills training** to train SFCP clients to advocate for their needs through the Pre-K Parent Advisory Board.

C. Provide management of local Project LAUNCH activities, including but not limited to:

1. Meet monthly with the State-level Project LAUNCH Co-Directors to provide updates on the status of the local LAUNCH initiative and staffing, including related initiatives and programs working in collaboration with the SFCP to improve child wellness; explain how these activities are relevant to the rest of the state and what lessons learned can be applied in other communities throughout New Mexico; and how the State-level Project LAUNCH can support this work to create system change; discuss successes, challenges, and emerging issues and strategize how to address these issues;
2. Provide assistance to interested state agencies, counties, or local entities related to the dissemination and/or replication of the benefits of the Project LAUNCH model;
3. Participate in conference calls, grantee meetings, and trainings with the Federal Project Officer (FPO), Technical Assistance Specialists, and/or Cross-Site Evaluators, as determined by the FPO.
4. Cooperate with the Project LAUNCH Federal Project Officer, Project LAUNCH Cross-Site Evaluators, and State Project LAUNCH Co-Directors;
5. Submit quarterly reports to State-level Project LAUNCH Co-Directors, which reflect progress toward compliance with Scope of Work, including outcome data on all goals and objectives in the local Strategic Plan, no later than 15 days after the close of the quarter. The final report should also include a detailed accounting of expenditures for the budget period;
6. Provide all required and requested data for the Substance Abuse and Mental Health Services Administration (SAMHSA) report system: Transformation Accountability (TRAC), Government Performance and Results Act (GPRA), and the Cross-Site Evaluation (CSE);
7. Submit, with the quarterly report, a written report of all professional development conferences attended and all LAUNCH funded trainings provided describing how the information received at the conference/training will be used/implemented in Santa Fe County and the implications for state-wide dissemination, include the names of LAUNCH funded staff who participated, with a copy of the sign-in sheet;
8. Submit with final invoice a one-three page narrative summary that answers the Results Based Accountability questions: How much did we do? How well did we do it? Is anyone better off?

9. Identify DOH/Family Health Bureau and SAMHSA Project LAUNCH as a funding source in the facility and in any printed documents, media presentations, training programs and training materials, brochures, and programs which are purchased or produced under this Agreement;
10. Submit all material specifically related to Project LAUNCH, developed for public or media distribution, including but not limited to advertising or media campaigns, pamphlets, brochures, etc., or public service announcements, to State Project LAUNCH Co-Directors, Public Health Division, and the Department of Health Public Information Officer for written approval prior to finalization and distribution;
11. Ensure diversity of programs and structure. Ensure that programs offered meet federal cultural and linguistic access standards to better serve the target population.
12. Performance Measures: CONTRACTOR shall substantially perform the following Performance Measures:
    a. Population Performance Measure:
        i) Increase the percentage of first newborns/moms receiving services/parenting through community home visiting/support programs.
        ii) Increase the number of children, ages birth-five, who receive at least one standardized developmental screen.
        iii) Increase the knowledge and use of social/emotional and infant mental health approaches in health and early care and education settings.
    b. Program Performance Measure: Increase in the number of participants in programs using any of the five (5) Project LAUNCH prevention and promotion strategies: use of developmental assessments in a range of child serving settings; integrate behavioral health into primary care settings; provide mental health consultation; offer home visiting services; provide family strengthening and parent skills training.

FY14 Budget

Deliverable 1: Pre-K Coordination and Supervision	$ 44,797.00
Deliverable 2: Evidence-based Program Management and Services	$ 43,618.00
Deliverable 4: Local Project LAUNCH Activities Management	$ 82,218.00
Total:	$ 170,633.00

3. ADMINISTERING AGENCY

The administering agency is the DOH.

4. COMPENSATION

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed $170,633.00. 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 BASED UPON DELIVERABLEs such compensation not to exceed $170,633.00 (as set forth in Paragraph A). Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, 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. The 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.

5. PROPERTY

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

6. 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, privacy and security 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 CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 of this CONTRACT.

7. 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 Office of 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.

8. 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.

9. 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 insufficient appropriation by the Legislature to the DOH. *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.*

10. 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, the Entity 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.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2014** or as stated in **ARTICLE 9, Termination of Agreement.** Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

By: _____
Authorized Signature Designee

Date: 09.27.13

By: Ramona Schmidt
Department of Health
Assistant General Counsel

Date: 9/30/13

Entity

By: _____

Date: 9.18.13

By: _____

Date: _____

Approved as to form
Santa Fe County Attorney
By: _____
Date: 9/18/13

Antz 9/18/13

Contractors initials: _____
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