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 Project LAUNCH (Linking Actions for Unmet Needs in Children's Health) 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

A. The Entity shall contract with United Way of Santa Fe County's Santa Fe Children's Project(SFCP) to:

1. 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; submit to the State-level Project LAUNCH Co-Directors and the Young Child Wellness Council minutes of advisory council meetings and outcome data on the number of families receiving services;
2. Provide out-of-school time programs and program management at Aspen Community Magnet School for children through third grade and provide quarterly outcome data on the number of children served, the types of programs, and attendance at each;
3. Provide program management and services for evidence-based programming that supports Project LAUNCH's five prevention and promotion strategies, including but not limited to:
   a. **Use of developmental assessments in a range of child serving settings**
      i) Continue administering standardized screening tools to care givers and children in appropriate settings;
      ii) 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;
   b. **Integrate behavioral health into primary care settings**
      i) Identify a sub-group of the Local Young Child Wellness Council that will: focus on behavioral health in primary care settings, identify specific activities that will improve integration of behavioral health into primary care settings, and identify goals and how they relate to the Strategic Plan;
      ii) Identify policies, through the recommendations of the Local Young Child Wellness Council, to improve delivery and access to infant mental health services in primary care;
      iii) Provide quarterly data which demonstrates the number of primary care settings that provide behavioral health services for children and families in Santa Fe County;
      iv) Develop and submit to the State-level Project LAUNCH Co-Directors, by October 31,2011, an Implementation Plan for Positive Parenting Program (Triple P) that spells out plans for Years 1 and 2 of Triple P programming, including but not limited to: the number of providers to be trained, number of trainings to be offered, number of sites that will provide interventions, plans to inform and educate potential providers, plans for social marketing and public awareness; plans to expand and grow the program, and specific

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components of the local Project LAUNCH Strategic Plan that is addressed by Triple P activities;

v) 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;
   1. Report quarterly the number, level, and site of interventions;
   2. Report quarterly the number of families served through the interventions;
   3. Provide information regarding the number of newly trained providers and provider sites each quarter;

c. **Provide mental health consultation**

i) Submit to the State-level Project LAUNCH Co-Directors, by December 1, 2011, a written description of the mental health consultation model being implemented through the Santa Fe Children's Project/Project LAUNCH which identifies the core program components: solid program infrastructure, highly-qualified consultants, and high-quality services, as sited in *What Works?: A Study of Effective Early Childhood Mental Health Consultation Program.* Washington, DC: Georgetown University Center for Child and Human Development; include information on implementation of the mental health consultation model, how and where it will be used, including the level of intervention intensity; the name and qualifications of the mental health consultant(s); and how the model fits in the strategic plan;

ii) Create a written plan for training, supervision, and support needs of the consultant(s) by March 31, 2012;

iii) Provide quarterly outcome data indicating the effectiveness of the model and as it is implemented, including outcomes at the child, family, staff, and program level;

d. **Offer home visiting services**

i) Support two home visitors with a case load of 15 families each and one home visitor with a case load of 12 families and train the SFCP provider network of eight (8) home visitors in First Born® model and in Infant Mental Health best practices;

ii) Provide quarterly outcome data from developmental assessments used during home visiting that identify developmental delays and warning signs and are appropriately referred;

iii) Promote strength-based relationship skills between parents/care givers and children in home visiting services;

iv) 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;

v) Increase the number of referral agreements, provide a list of agencies with whom there are written agreements, and provide a written plan, by April 30, 2012, for service coordination and removal of barriers of care for mothers and children needing those services;

vi) Provide quarterly information about training and number of providers trained on each topic;

vii) Provide and document outreach activities to pregnant women at the Santa Fe Indian Hospital to increase Native American enrollment in the First Born home visiting program and Triple P;

e. **Provide family strengthening and parent skills training**

i) Support a Community Outreach Professional to continue the community school and neighborhood outreach programming, such as adult classes, parent workshops, family activity nights, and community gardens at the Aspen Community Magnet School;

ii) Provide quarterly outcome data that reflects the number of successfully completed community school and neighborhood outreach programs including the type of programming and number of participants attending each session;

iii) Convene Community Conversations quarterly at various locations in Santa Fe County, using the Harwood Institute Model for Civic Engagement, to discover the interests, needs, and concerns of constituents in the identified communities and provide a written report to the State-level Project LAUNCH Co-Directors and the Local Young Child Wellness Council after each Conversation that details who attended, what the community members want and how the SFCP and the Local Young Child Wellness Council can best address the identified needs, how to draw more community members to the next Conversation, and an evaluation of the effectiveness of the conversations;

iv) Train SFCP clients to advocate for their needs through a Neighborhood Empowerment Group at selected sites;

4. Provide management of local Project LAUNCH activities, including but not limited to:
   a. Convene and meet regularly (at least quarterly) with the Local Young Child Wellness Council and submit the minutes of each meeting to the State-level Project LAUNCH Co-Directors;
   b. Demonstrate evidence of increased collaboration with local early childhood service systems by increasing the number of new participating partners in the Local Young Child Wellness Council, particularly primary care and mental health practitioners as well as those entities identified as important within the Project LAUNCH Request for Applications (RFA), note in the minutes the names of new Council members; provide specific data related to activities to build collaborative relationships with Pueblos in Santa Fe County;
   c. 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;
   d. 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. Travel to be reimbursed at the mileage and per diem rate prescribed in the regulations of the New Mexico Mileage and Per Diem Act;
   e. Cooperate with the Project LAUNCH Federal Project Officer, Project LAUNCH Cross-Site Evaluators, and State Project LAUNCH Co-Directors;
   f. 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;
   g. Provide an updated Strategic Plan by January 31, 2012, which includes evidence of completed goals and new goals to be added as a response to the Community Conversations and work of the Young Child Wellness Council;
   h. 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);
   i. 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;
   j. Identify DOH/MCH 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;

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k. 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 for approval prior to final distribution;
l. Ensure diversity of programs and structure. Ensure that programs offered meet federal cultural and linguistic access standards to better serve the target population;

5. Sub-contract with a program approved vendor to provide evaluation of the project including, but not limited to:
   a. Determine the costs of implementing the program across the various populations served;
   b. Define the quality of implementation of evidence-based programs and practices (process evaluation);
   c. Describe the strength of local and State or tribal partnerships;
   d. Detail the effectiveness of grant funded interventions;
   e. Cooperate with the Project LAUNCH Cross-Site Evaluators, Federal Project Officer, Technical Assistance Specialists, and State Project LAUNCH Co-Directors;
   f. Provide all data requested by the Cross-Site Evaluators and the SAMHSA reporting requirements within the Transformation Accountability (TRAC) and Government Performance and Results Act (GPRA)system;
   g. Participate in conference calls, meetings, and trainings requested by Project LAUNCH Cross-Site Evaluators, Federal Project Officer, or State-level Project LAUNCH Co-Directors;
   h. Identify DOH/MCH 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 the Agreement.

FY12 Budget

Deliverable 1: Pre-K Coordination and Supervision	$	74,669.00
Deliverable 2: Out-of-School Time Program Management	$	143,173.00
Deliverable 3: Evidence-based Program Management and Services	$	181,530.00
Deliverable 4: Local Project LAUNCH Activities Management	$	196,228.00
Deliverable 5: Evaluation	$	137,400.00
Total:	$	733,000.00

B. Services will be performed in **Santa Fe County, New Mexico.**

C. *Performance Measures.*

CONTRACTOR shall substantially perform the following Performance Measures:
Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the DOH to meet the portions of its 2012 Strategic Plan that relate to the DOH'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 2: Public Health

Objective 1: Increase the capacity of the Department of Health to decrease disparities.
Performance Measures:

- Increase the percentage of first newborns/moms receiving support services/parenting through community home visiting/support programs.
- Reduce the number of children witnessing violence (exposed to domestic or sexual violence) as expressed by the percentage of children present at a domestic violence scene.

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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 $733,000.00. 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 $733,000.00 (as set forth in Paragraph A) including gross receipts tax. 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

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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 **September 30, 2011** or upon approval of both parties, whichever is later and shall terminate on **September 29, 2012** 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.

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IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is **September 30, 2011** or upon approval of both parties, whichever is later.

New Mexico Department of Health

By: _____
Catherine D. Torres, MD
Cabinet Secretary

Date: 10/12/2011

By: Ramona Schmidt
Department of Health
Assistant General Counsel

Date: 9/30/2011

Entity

By: _____

Date: 8/30/2011

By: _____

Date: _____

ATTEST:

Valerie Espinoza by VT
VALERIE ESPINOZA
COUNTY CLERK
8/30/2011

Approved as to form
Santa Fe County Attorney
By _____ for Stephen C. Ross
Date: 17 August 2011

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APRIL 2011 MOA