

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
COLLABORATIVE AGREEMENT**

This Collaborative Agreement (“Agreement”), is entered into effective February 1, 2010 between the Regents of the University of New Mexico, for its public operation known as the Health Sciences Center (“UNMHSC”), specifically for the Office of the Vice President for Community Health (“OVPCCH”), and Bernalillo County (“the County”), a New Mexico state agency.

RECITALS

- A. UNMHSC and the County have entered into a Collaborative Agreement to collaborate on specialized education and training to promote, maintain and improve community health, identify community health needs and to encourage healthy lifestyles.
- B. This Agreement sets forth the terms and conditions under which UNMHSC and the County will collaborate.

The parties agree as follows:

I. JOB DESCRIPTION FOR URBAN HEALTH EXTENSION COORDINATOR FOR SOUTHEAST HEIGHTS INTERNATIONAL DISTRICT (“THE DISTRICT”)

The individual in this position will be an employee of the County and will report to Special Projects and Grants Coordinator of Bernalillo County and will work under the guidance of the Office of the Vice President for Community Health at UNM Health Sciences Center (UNM HSC) and the Bernalillo County Health Council (BCHC) Coordinator. The individual’s primary task will be to promote, maintain and improve community health by providing the community with health information, evidence-based intervention strategies, coordinate health promotion activities, assist in identifying health needs, healthy lifestyles and health policies. The individual will mobilize resources of the UNMHSC and other institutions and agencies to monitor the community’s health and to help address priority health needs in the District.

II. RESPONSIBILITIES OF UNMHSC

- A. UNMHSC will provide specialized education and training to promote, maintain and improve community health, identify community health needs and to encourage healthy life styles by providing:
 - a. office space and staff support, as needed, to Bernalillo County on UNMHSC campus, specifically in the Office for Community Health. Including access to a computer, phone, fax and copier;
 - b. office space in UNM clinical facilities in the Southeast Heights;
 - c. training to Bernalillo County staff in all relevant resources to be accessed at UNMHSC facilities to address priorities in community health in the Southeast Heights areas;
 - d. support related to data collection, data management, epidemiologic analysis to assist in maintaining District Report Card;
 - e. support to link UNMHSC resources to reduce Urban Health Disparities.

- f. opportunity for regular participation with Office for Community Health monthly meetings and collaborative activities with statewide Health Extension Coordinators and Agents.
- g. Bernalillo County with an annual work performance assessment on Urban Health Extension Coordinator's activities to promote specialized education and training to promote, maintain and improve community health, identify community health needs and to encourage healthy life styles.

III. RELATIONSHIP OF PARTIES

The Urban Health Extension Coordinator will not be considered an employee of UNMHSC for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of UNMHSC. 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.

IV. LIABILITY AND INSURANCE

- A. **Liability.** 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 the parties 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. **Insurance.** Each party is provided general and professional liability coverage as set forth in the New Mexico Tort Claims Act.

V. TERM AND TERMINATION

This Agreement will be effective as of February 1, 2010, and will continue in effect until June 30, 2010, unless earlier terminated by either party at any time by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

VI. 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.
- B. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.
- C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.

- D. **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.
- E. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- F. **Headings.** Headings and captions used in this Agreement are for convenience and ease of reference only and will not be used to construe, interpret, expand or limit the terms, conditions, or other provisions of this Agreement.
- H. **Patient Records.** The parties will maintain the confidentiality of patient medical records in accordance with applicable federal and state laws and regulations.
- I. **Appropriations.** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission and/or by the Regents of the University of New Mexico for the performance of this Agreement. If either agency does not make sufficient appropriations and authorization, this Agreement shall terminate upon written notice. This decision made by either agency shall be accepted and shall be final.
- J. **Cooperation and Dispute Resolution.** The parties agree that, to the extent compatible with the separate and independent management of each, they will maintain effective liaison and close cooperation. If a dispute arises related to the obligations or performance of either party under this Agreement, representatives of the parties will meet in good faith to resolve the dispute.
- K. **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.
- L. **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.