MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW MEXICO HUMAN SERVICES DEPARTMENT
AND THE
NEW MEXICO DEPARTMENT OF HEALTH

This Memorandum of Understanding (MOU) is entered into by and between the New Mexico Human Services Department (HSD) and the New Mexico Department of Health (DOH).

RECITALS:

WHEREAS HSD and the DOH are public agencies as the term is defined in Section 11-1-2 NMSA 1978;

WHEREAS Executive Order 2005-0014 (Designation of the National Incident Management System as the Basis for All Incident Management in the State) directs state agencies to uniformly respond to emergencies, providing support as defined in the New Mexico Emergency Operations Plan;

WHEREAS HSD and DOH are committed to providing behavioral health services at the community or individual level in times of crises, emergencies and disasters;

WHEREAS HSD is designated as New Mexico’s Single State Authority for Mental Health and Single State Authority for Substance Abuse;

WHEREAS DOH is responsible for and has the authority to provide public health services, coordinate health and medical emergency response services and operates a New Mexico’s Crisis Support Team;

WHEREAS HSD and DOH are members of New Mexico’s “Interagency Behavioral Health Purchasing Collaborative”;

NOW THEREFORE:

1. HSD and DOH agree to collaborate and coordinate behavioral health services during emergency response and recovery with roles relating to psychosocial support, including, but not limited to, those identified in Attachment A.

2. HSD and DOH agree to manage, implement and evaluate their respective disaster behavioral health functions as identified in Attachment A.
3. HSD and DOH agree to work in collaboration with members of New Mexico’s “Interagency Behavioral Health Purchasing Collaborative” in developing a Disaster Behavioral Health response plan that will define roles, responsibilities and relationships between the members in implementing disaster behavioral health intervention. This plan will be consistent with New Mexico All Hazard Emergency Operations Plan.

4. TERMINATION
This agreement may be terminated by either of the parties hereto upon written notice signed by the terminating agency's Cabinet Secretary's authority and delivered to the other party at least thirty (30) days prior to the intended date of termination. By notice of termination, neither party shall negate obligations already incurred or required to be performed prior to the effective date of termination.

5. CONFIDENTIALITY
A. Any confidential information, as defined in state or federal law, codes rules or regulations provided as a result of this agreement shall not be made available to any individual or organization by HSD, DOH or their officers, agents, employees without prior written agreement between HSD or DOH.

B. The HSD and DOH shall not make use of any information obtained as the result of this agreement except as necessary for the proper discharge of their respective obligations herein.

C. The HSD and DOH warrant that they will maintain the confidentiality of all information derived under this agreement and will neither use nor disclose such information to any person or entity without a prior written agreement between the parties, unless required to disclose by a court of competent jurisdiction.

6. LIABILITY
Neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement.

7. AMENDMENT
This Agreement shall not be altered, changed or amended except by an instrument executed by each of the parties to the Agreement

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HUMAN SERVICES DEPARTMENT
By: [Signature]
Title: Cabinet Secretary
Date: 5/1/08

DEPARTMENT OF HEALTH
By: [Signature]
Title: Cabinet Secretary
Date: 4/25/08

By: [Signature]
Title: Legal Counsel
Date: 4/11/08
ATTACHMENT A
Continuum of Services
Disaster Behavioral Health

Prevention (DOH)
Crisis Support (NM Crisis Support Team)
Psychosocial First Aid
Psychosocial Network
Referral
Consumer Education
Risk Communication
Training
Collaboration with Private Sector

Psychosocial Treatment (HSD)
Acute Episode (Individuals) Treatment
24.7 Telephone Call Service
Crisis Counseling (i.e., FEMA)
Crisis Intervention
Referral
Consumer Education
Training
Collaboration with Private Sector
Risk Communication

Substance Abuse Prevention (DOH)
Risk Group Identification

Substance Abuse Treatment (HSD)
Continuity of Services