

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY of NEW MEXICO SCHOOL OF MEDICINE
AND
UNIVERSITY of NEW MEXICO HOSPITAL**

This MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into by the University Of New Mexico School Of Medicine (“SOM”) and the University of New Mexico Hospital (“UNMH”).

I. RECITALS

- A. The University owns an 8,488 square foot building located at 1021 Medical Arts, N.E. (the “Premises”) which is designated for the SOM and UNMH use.
- B. UNMH desires to continue to use certain space in the Premises for a dermatology clinic.
- C. SOM desires to continue to permit UNMH to use the space identified in this MOU for the clinic, subject to the terms and conditions of this MOU.

II. ASSIGNMENT OF SPACE

UNMH will use and occupy 5,597 square feet of the Premises.

III. RESPONSIBILITIES OF SOM

- A. SOM will use its portion of the Premises for academic offices.
- B. SOM will provide and pay for telephone service for its portion of the Premises.
- C. SOM will provide and pay for property damage and liability coverage for the Premises, under SOM’s coverage through the HSC, as provided by the State of New Mexico Risk Management Division.

IV. RESPONSIBILITIES OF UNMH

- A. UNMH will pay SOM \$1,576 per month for use of the 5,597 feet of space in the Premises, which is based on \$3.38 per square feet for UNMH’s pro-rata share of the ground lease.
- B. UNMH will use its space in the Premises for purposes of clinical care.
- C. UNMH will provide and pay for telephone service for the clinical portion of the Premises.
- D. UNMH will make no improvements, alterations, modifications, or structural changes, nor install any fixtures, to the Premises without the express written approval of SOM except for fire safety concerns.
- E. UNMH will provide and pay for maintenance of improvements, fixtures, equipment, furnishings, and moveable property (collectively “UNMH Property”), which have been installed on UNMH’s portion of the Premises. UNMH will also provide and pay for landscaping, grounds, structural, and general maintenance for the Premises.
- F. UNMH will assume responsibility for and maintain control of all UNMH Property on the Premises and will hold SOM harmless from any claims based upon damage, loss or

destruction with respect to UNMH Property. UNMH will provide and pay for property damage and liability coverage for UNMH Property on the Premises, under UNMH's coverage through the HSC, as provided by the State of New Mexico Risk Management Division.

- G. UNMH will be responsible for all damages to its space in the Premises exceeding normal wear and tear, including any property damage deductible payable by SOM and any property damage exceeding property damage coverage provided by SOM.
- H. UNMH will provide and pay for professional liability coverage for UNMH employees assigned to the Premises, under UNMH's coverage through the HSC, as provided by the State of New Mexico Risk Management Division. HSC will continue to provide and pay for professional liability coverage for HSC employees assigned to the premises under HSC's coverage.
- I. UNMH will abide by all reasonable rules regarding use of the Premises which are promulgated by SOM, including, but not limited to, building entry, areas of access, employee identification and security.
- J. UNMH will not assign or transfer any interest in this MOU or sublet its portion of the Premises.
- K. UNMH will pay water, sewer, refuse disposal, natural gas, electricity, janitorial service and supplies and security for the Premises.
- L. UNMH and HSC mutually agree to share in the costs for any future major renovations to this building.

V. TERM AND TERMINATION

- A. The term of this MOU will be July 1, 2023 through June 30, 2027. This MOU may be terminated at any time by either party upon 30 days advance written notice of termination. This MOU may be renewed by written agreement of the parties.

VI. MODIFICATIONS

This MOU may be amended upon written consent of the parties. Each party will consider in good faith modifications presented for consideration by the other party and will not unreasonably withhold consent to the proposed modification.

VII. DISPUTE RESOLUTION

Any disputes with respect to performance of this MOU will be presented to the Chancellor for Health Sciences for resolution. The decision of the Chancellor for Health Sciences will be final.

VIII. NOTICE

School of Medicine: Patricia Finn, MD, Dean, SOM,
pwoffinn@salud.unm.edu

University of New Mexico Hospital: Kate Becker, JD, MPH, Chief Executive Officer, UNMH, katebecker@salud.unm.edu

With a copy to the Office of University Counsel as follows:

HSC contracts: Office of University Counsel
Scot Sauder, Deputy University Counsel
MSC09 5300
1 University of New Mexico
Albuquerque, NM 87131-0001

UNM HOSPITAL

SCHOOL OF MEDICINE

By *Kate Becker* Nov 26, 2023
[Kate Becker \(Nov 26, 2023 14:38 MST\)](#)

By *Patricia Finn* Nov 22, 2023
[Patricia Finn \(Nov 22, 2023 15:24 PST\)](#)

Kathleen Becker, JD, MPH
Chief Executive Officer,
UNM Hospitals

Patricia Finn, MD
Dean, School of Medicine

By *Bonnie White* Nov 9, 2023
Bonnie White, Chief Financial
Officer, UNM Hospitals

By *Kristin Gates* Nov 16, 2023
Kristin Gates, Chief Financial
Officer, School of Medicine

By *m. Chicarelli* Sep 27, 2023
[Michael Chicarelli \(Sep 27, 2023 15:29 MDT\)](#)
Mike Chicarelli, Chief Operating
Officer, UNM Hospitals












FY24-27 1021 Medical Arts Lease














Final Audit Report

2023-11-26

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