

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Gadsden Independent School District

This Agreement entered into between New Mexico Department of Health (DOH) and Gadsden Independent School District, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide and clarify the roles and responsibilities of each party when Public Health staff members provide outreach services at High Schools operated by the Gadsden Independent School District (GISD).

2. SCOPE OF WORK

The Entity shall perform the following work as requested by and in collaboration with existing School Based Health Centers:

A. DOH agrees to:

1. Provide maximum of 2 days per week, six (6) hours per day by a Registered Nurse and/or Nurse Practitioner for reproductive health services, i.e., family planning and sexually transmitted infections, subject to staff availability. The days/hours of services of the Public Health staff may be altered at any time by the Public Health Division in case of staff shortages or vacancies, government holidays, and/or other Public Health clinical needs such as a community disasters or communicable disease outbreaks.
2. Supply birth control drugs/devices, pregnancy tests, to be transported to and from the clinic.
3. Provide pregnancy testing and screening for gonorrhea and chlamydia to male and female clients receiving family planning services or for sexual partners of family planning patients that may have confirmed or suspected cases of sexually transmitted infections.
4. Provide removal of bio-hazardous material.
5. Provide patient follow-up as appropriate, including abnormal test results.
6. Follow PHD quality assurance/improvement processes.
7. Document all of reproductive health services to eligible students in the PHD Billing and Electronic Health Record (BEHR). All medical records belong to PHD at the New Mexico Department of Health.
8. Services offered at High Schools in the Gadsden Independent School District System will be administered in compliance with the Gadsden Independent Schools Policy JLCAB for *School Based Health Centers* as defined and approved on July 20, 2012 by the Board of Education.

B. GISD agrees to:

1. Provide utilities, supplies, equipment and rooms for staff.
2. Provide private telephone and fax lines and Internet connection for the clinic area.
3. Provide private comfortable and clean exam space.
4. Support a confidential DOH patient scheduling system for appointments and walk-ins.
5. Assist with a patient referral system for patients with psychosocial issues or problems.
6. Services performed at Public High Schools, Chaparral and Anthony, NM will be delivered in accordance with the Gadsden Independent School District Policy JLCAB for *School Based Health Centers* as defined and approved on July 20, 2012 by the Board of Education.

Program Measure and Population:

1. Population: Public Health Promotion and Prevention, Result 1, Improved health outcomes for the people of New Mexico.

Program Measurements:

- Number of teen births prevented among 15-17 year old females seen in family planning clinics.
- Percent of preschoolers (19-35 months) fully immunized.
- Percent of patients with diabetes at NMDOH supported community health centers whose HbA1c levels are less than 9%.
- The average weight loss achieved by all National Diabetes Prevention Program participants (a recommended minimum of 5% of starting body weight) from baseline through post-core.

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

- A. **The Entity shall receive no compensation for work performed pursuant to the Scope of Work, Article 2.B, above.**

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 Entity 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 Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity 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 Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

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, 2016** 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

Gadsden Independent School District

By: _____
Authorized Signature Designee

By: _____
GISD School Board President

Date: _____

Date: _____

By: _____
Department of Health
Assistant General Counsel

By: _____

Date: _____

Date: _____