

MEMORANDUM OF AGREEMENT

Between

New Mexico Department of Health

And

Albuquerque Public Schools, ACE Leadership High School

This Memorandum of Agreement is entered into by and between New Mexico Department of Health (DOH) and Albuquerque Public Schools, ACE Leadership High School, the entity providing services (Entity), hereinafter collectively referred to as "the Parties".

IT IS AGREED BETWEEN THE PARTIES**1. PURPOSE**

The purpose of this Memorandum of Agreement (Agreement) is to clarify the roles and responsibilities of each party when DOH staff members provide services at ACE Leadership High School. More specifically, this Agreement is to:

- A. Provide high quality public health services that are culturally sensitive and age appropriate to the students at ACE Leadership High School with the intention of maximizing student health, safety and success in school;
- B. Collaboratively develop a referral system that maintains continuity of care, reduces barriers to service and assures that clients are referred to any appropriate healthcare provider based on the client's circumstances;
- C. Ensures that all parties comply with the applicable laws and regulations governing their respective programs; and
- D. Ensure the health and safety of students at ACE Leadership High School.

2. SCOPE OF WORK

The Entity, by and through **ACE Leadership High School**, shall provide the following:

- A. A private area where interviews, counseling and education may be done confidentially;
- B. An enclosed exam room with an exam table and adequate lighting;
- C. Adequate toilet facilities near the exam room;
- D. E-Kit and medical emergency procedures must be in place;
- E. Protection of patient confidentiality in accordance with state and federal laws, including without limitation, protection of all patient referral documents and information;
- F. Communication with DOH staff in a timely and professional manner concerning referrals that shall include as much relevant information as possible with diagnosis, treatment and medicine allergies; including third party coverage and parental consent when applicable;
- G. Support by explaining DOH-offered services to parents and students at the time of registration, answering questions about what services are available to students on their own consent and what services require parental consent; and
- H. Facilitate acquisition of parental consent for general health services in the clinic annually.

DOH shall provide the following:

- A. A maximum of twelve (12) hours of public health clinical services provided by a clinician each week, subject to staff availability. The hours of service of public health staff may be altered at any time by DOH in the event of staff shortages and/or other public health clinical needs such as vacancies or long-term absences;
- B. A maximum of twelve (12) hours of public health clinical services provided by a public health nurse each week, subject to staff availability. The hours of services of the public health staff may be altered at any

time by DOH in the event of staff shortages and/or other public health clinical needs such as vacancies or long-term absences;

- C. School-based on-site medical evaluation, education, counseling and treatment for all public health services, including immunizations, family planning and sexually transmitted disease; laboratory testing as indicated; referrals to primary care and local health offices as indicated, with a goal of minimizing wait times and maximizing student time in classes. Lab results will be shared with ACE Leadership High School student in a timely manner. Counseling and education will be provided for these services as appropriate;
- D. All services will follow DOH protocols;
- E. Pharmacy supplies and vaccines necessary to carry out these services;
- F. Laboratory testing supplies covered by public health programs (Title X, STD, Hepatitis Programs);
- G. Medical records shall be the property of the New Mexico Department of Health;
- H. Claims for payment for services provided by DOH to the appropriate payer; and
- I. Communication with ACE Leadership High School staff concerning referral, diagnosis, treatment and follow-up plans including the exchange of relevant medical information within the scope of the Health Insurance Portability and Accountability Act (HIPAA) and HITECH Act and a signed release of information of clients.

Services will be performed at ACE Leadership High School in Albuquerque, NM.

PERFORMANCE MEASURES:

A. Population Performance Measures:

Goal 1:

- 1. Improve Health Outcomes for the people of New Mexico by decreasing the number of teen births.
- 2. Improve Health Care Quality by linking clients to care, reducing barriers, based on number of referrals.

Goal 2:

- 1. Improve Health Care Quality by incorporating the results of the clinical service gap assessment into decision-making about the role of Public Health as a safety-net provider.
- 2. Ensure the work we do is understandable, accessible, and valued by providing services on-site allows for accessibility and reducing absenteeism, face-to-face education with clinician for better understanding.
- 3. Measured by number of students who access the ACE Leadership High School clinic, by client surveys.

B. Program Performance Measures:

- 1. How much did we do: The number of clients utilizing services.
- 2. How well did we do: The percentage of clients who were in need of services that received public health services.
- 3. Is anyone better off: The percentage of clients who received public health services.

3. ADMINISTERING AGENCY

The administering agency is the DOH.

4. COMPENSATION

The Entity shall receive no compensation for work performed pursuant to the Scope of Work, Article 2.

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 parties agree that no funds shall be exchanged between themselves in the execution of this agreement.

8. SUSPENSION AND DEBARMENT

Reserved.

9. 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.

10. 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.

11. 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.

12. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on June 30, 2020 or as stated in **ARTICLE 10, 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

By: 

Authorized Signature Designee

Date: 2/20/17

ACE Leadership High School

By: 

Date: 2-9-17

CERTIFIED FOR LEGAL SUFFICIENCY:

By: 

Assistant General Counsel

Date: 02/19/2017

Date: _____