

## MEMORANDUM OF AGREEMENT

Between  
New Mexico Department of Health, Public Health District III  
And  
Gadsden Independent School District

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between New Mexico Department of Health, Public Health District III (DISTRICT III) and Gadsden Independent School District (GISD)

### I. Purpose

The purpose of this memorandum of agreement (MOA) is to provide confidential family planning and sexually transmitted disease (STD) services to “at risk” students enrolled in the GISD and to promote safe sexual practices, provide education and counseling to “at risk” adolescents requesting family planning services and effectively control the transmission of sexually transmitted diseases in the adolescent population of GISD. In creating this collaborative, the parties agree to actively work together to provide family planning and STD services to “at risk” adolescents and to promote disease prevention through established intervention techniques and community education, pursuant to New Mexico Department of Health Strategic Plan, Program Area1: Prevention, Health Promotion and Early intervention, Goal A; Promote positive maternal, child, adolescent, and family health outcomes in New Mexico using evidence – based strategies and programs; Goal C: Prevent and Control the Occurrence and Spread of Specific Infectious Disease, Objective 3: Provide statewide diagnosis and treatment of sexually transmitted diseases.

### II. Terms of Agreement:

#### A. DISTRICT III Agrees:

1. To preserve and assure the confidentiality of medical treatment and / or evaluation information and records in accordance with Health Information Portability and Accountability Act (HIPAA).
2. To provide services a minimum of one day per week for 4 hours at Gadsden and / or Santa Teresa High Schools. Appointments shall be scheduled for those students requesting family planning and / or STD services.
3. To establish a medical record for each client receiving family planning and / or STD services. This chart will remain the property of District III. Client medical records will be taken to the GISD (Gadsden or Santa Teresa High School) at clients scheduled appointment time. The chart will be returned to DISTRICT III office in Las Cruces, Sunland Park, or Anthony where it will be kept in accordance with HIPAA guidelines. With a signed consent of the client District III will make copies of the clinical record for the GISD.
4. To reasonably and properly dispose of all medical waste that it produces or collects. “Medical waste” shall include, but is not limited to, the following:
  - a. Biohazardous waste: Waste contaminated, or potentially contaminated with infectious agents known to cause human illness including, but not limited to,

- hypodermic needles, scalpels, razor blades, towels, gloves, cultures and the like.
- b. Biohazardous sharps: Devices capable of cutting or piercing. Examples include, but are not limited to, hypodermic needles, scalpels, and razor blades.
  - c. Pathologic waste: Human specimens and tissues, or any item containing or contaminated by human specimens or tissues.
  - d. Chemotherapy waste: Any item contaminated with chemotherapeutic agents, including, but not limited to gloves, towels, empty bags and intravenous tubing.

B. GISD agrees:

1. To identify and refer to DISTRICT III "at risk" male and female students requesting family planning and / or STD services. "At risk" students are those who do not have access to family planning and / or STD services, who do not have a primary or family health care provider, or have health services but prefer to receive *confidential* family planning and / or STD services through access to DISTRICT III clinical services.
2. To provide the facility, telephone service, water, electricity, gas, sewage and waste disposal (excluding wastes as specified in Paragraph II, A of this Agreement). Such facilities and services will be at no charge to DISTRICT III, but GISD reserves the right to seek reimbursement for those charges not related to the purpose of this Agreement. GISD agrees to bear the cost of maintenance and repair of the facility resulting from normal use or wear and tear on the facility.
3. To provide all furnishings and office equipment to District III public health staff at Gadsden and Santa Teresa High Schools that are not medical in nature. These items include, but are not limited to, computer network systems and security systems.

III. Administering Agency:

The administering agency of this agreement is the Public Health District III, District III.

IV. Payment:

There shall be no payment by District III or GISD for any services or materials received under this agreement.

V. Property:

All fixtures and equipment purchased by DISTRICT III with its own funds shall remain the property of DISTRICT III. All trade fixtures, signs and other personal property not permanently affixed to the facility shall remain the property of DISTRICT III and DISTRICT III shall have the right to remove such fixtures, signs and other personal property at any time without notice to GISD, provided that DISTRICT III does not damage or commit waste upon the facility. If damage or waste is committed, District III shall repair the damage or reimburse GISD for any waste resulting from the removal.

VI. Return of funds:

The parties will exchange no funds under this agreement.

VII. 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 intended date of termination. If notice to terminate is not given within the time period specified, then the Agreement will renew as described in Paragraph X, Period of Agreement of this agreement. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.

VIII. Funds Accountability:

No funds shall be transferred by the parties under in this agreement.

IX. Liability:

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions in accordance with this agreement. DISTRICT III shall carry malpractice, general liability, or errors and omissions insurance with limits of coverage equivalent to those specified in the New Mexico Tort Claims Act. A copy of such policy or a certificate of coverage or evidence of equivalent insurance and liability coverage shall be provided by DISTRICT III or its insurer to GISD upon request. DISTRICT III employees are not employees of GISD and GISD shall not be responsible for any negligent or intentional acts of DISTRICT III or its employee agents. GISD will maintain its current liability policies but will not name DISTRICT III as an additional insured under those policies. DISTRICT III agrees to indemnify GISD for any claims arising out of the actions of DISTRICT III employees or agents.

X. Period of Agreement:

This agreement shall become effective on \_\_\_\_\_ 20\_\_\_\_ or as soon thereafter as approved by respective Agency Heads or whichever is later and shall remain in effect until June 30, 2005, unless terminated pursuant to Paragraph VII, Termination of Agreement. The initial terms of agreement shall be from the date of approval by GISD and DISTRICT III as evidenced by signatures on this agreement. The Agreement shall be subject to automatic renewal for four successive one – year periods, beginning July 1 of each successive year, unless either of the parties indicates, pursuant to Paragraph VII, Termination of Agreement in this Agreement, that they wish to terminate it. The automatic renewal clause will expire on June 30, 2008. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective Agency Heads before becoming effective.

XI. Miscellaneous:

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter thereof, and all such covenants, agreements, and understandings have been merged into this Agreement. No prior agreements or understandings, verbal or otherwise, or the parties or their agents shall become valid or enforceable unless embodied in this Agreement or a written amendment thereof. This Agreement is governed by the laws of the State of New Mexico and disputes shall be resolved in the state of New Mexico.

All materials developed or acquired by the GISD and its staff under this Agreement shall be available to District III and one copy shall be delivered to District III with sixty (60) days of final preparation of all such materials, DISTRICT III shall have a perpetual non-exclusive royalty –

free use of any materials published and copyrighted as a results of this Agreement.

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. DISTRICT III and GISD shall be liable for their debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No GISD employee or volunteer shall look to DISTRICT III for any salaries, insurance or other benefits.

Notices required under this Agreement shall be mailed to the parties at the following addresses:

District Director  
Public Health District III  
New Mexico Department of Health  
1170 N. Solano Drive, Ste. K  
Las Cruces, NM 88001

Superintendent  
Gadsden Independent School District  
100 Laura Court  
Santa Teresa, NM 88008

IN WITNESS WHEREOF, the undersigned representatives of the Gadsden Independent School District and the New Mexico Department of Health have caused this Agreement to be executed, said Agreement to become effective upon signature by both Parties.

1<sup>st</sup> Party

2<sup>nd</sup> Party

By: \_\_\_\_\_  
Director  
Public Health Division  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ron Haugen, Superintendent  
Gadsden Independent School District  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
DOH Legal  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
GISD Legal  
\_\_\_\_\_  
Date