

MEMORANDUM OF AGREEMENT{PRIVATE }

between
New Mexico Department of Health
And
The Indian Health Service Northern Navajo Medical Center

This Memorandum of Agreement (MOA) is entered into this _____ day of _____ 2007 by and between New Mexico Department of Health (DOH), and the Indian Health Service Northern Navajo Medical Center, (IHSNNMC).

1. Purpose

New Mexico does not have a secure medical facility to retain and treat patients diagnosed with active Tuberculosis (TB) who are non-adherent with their medications. Currently, the only mechanisms in place involve clients being placed in isolation in a local or state hospital utilizing security guards twenty four hours a day, or being housed in a detention facility which is inappropriate for non-criminals and medically inadequate. The purpose of this agreement is to establish a mechanism to facilitate financial support for qualifying tribal members and thereby provide access to an appropriate treatment facility.

This Memorandum of Agreement will establish a mechanism for the financial support of individuals transferred for treatment to the Texas Center for Infectious Disease (TCID) in San Antonio, Texas. For some illnesses, this facility is the least restrictive environment necessary for the satisfactory control or resolution of certain illness (es) or disorder (ers), such as tuberculosis. This Agreement is necessary as part of a community coordinated response to certain mental or physical illness (es) or disorders(s) when lack of treatment of such illness (es) or disorder (ers) presents a substantial likelihood of serious harm to the health or safety of the community and /or the afflicted individual.

As of this date, TCID is limited to Agreements with other state agencies only. Therefore, to provide the best medical care for all New Mexican citizens, DOH and IHSNNMC agree to the following terms:

2. Terms of Agreement

DOH agrees:

To enter into a Memorandum of Agreement with Texas Center for Infectious Disease (TCID) to effectuate the admission of qualifying tribal members from the Indian Health Service Northern Navajo Medical Center to TCID.

To arrange for the medically appropriate transportation from the tribal member's residence, hospital or place of detention to TCID;

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DOH-OHEM _____

Tribe _____

To arrange for the appropriate transportation from TCID to the tribal member's place of residence or other approved discharge location;

To be responsible for the administration of all costs associated with the tribal member's treatment;

To be responsible for the payment of one half of all costs associated each tribal member's treatment.

TO submit invoices for services provided within thirty (30) days of the close of each quarterly billing period in which services were rendered.

IHSNNMC agrees:

To assume one half of the financial responsibility for all costs incurred by the tribal member for the length of the tribal members treatment at TCID, including transportation.

Submit payment for services provided within thirty (30) days of the close of each quarterly billing period for which services were rendered.

Payment will be provided to:
NMDOH/TB & Refugee Health Program
Attn: Joyce Aragon
1190 S St Francis Drive Suite S-1150
P.O. Box 26110
Santa Fe, NM 87505
P: 505-827-2500
F: 505-827-0163
E: Joyce.Aragon@state.nm.u

3. Outcomes and Reporting
Not applicable.

4. Confidentiality

Any protected health and other confidential information which is shared or provided to either party, its contractors, subgrantees or other agency shall be used only for purposes within the scope of this agreement, and shall be governed by all applicable federal and state confidentiality and privacy law and regulations.

5. Administering Agency:

The administering agency is the Department of Health (DOH).

6. Payment

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Payment hereunder will be made as follows: IHSNNMC will pay to DOH the sum of \$285.00 per day per patient upon cost reimbursable invoices submitted and approved by the DOH from the date that this agreement becomes effective until August 31, 2007.

From September 1, 2007 until February 2009 or until treatment for the tribal member has been completed, IHSNNMC will pay to DOH the sum of \$295.00 per day per patient upon cost reimbursable invoices submitted and approved by the DOH.

7. Property

The parties understand and agree that no property is acquired as a result of this MOA.

8. Return of funds:

Not Applicable

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 intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. At such termination any obligations assumed by either party will be determined and written notice will be given to the other within five working days.

10. Records and Accounting:

The Department shall maintain fiscal records in sufficient detail to document the purposes and activities outlined in this MOA, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred by IHSNNMC pursuant to this agreement.

11. Liability, No Waiver of Sovereign Immunity:

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 and federal and state law, as applicable, including law of sovereign and governmental immunity. No term or terms of this MOA may be construed as an express or implied waiver of sovereign and governmental immunity.

12. Period of Agreement

This agreement shall become effective on upon execution by official Representatives authorized to bind the parties, and shall remain in effect until February 2009 or until treatment for the tribal member has been completed, unless terminated pursuant to paragraph 9, Termination.

13. Modifications or Amendments

Any and all modifications or amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

14. Whole Agreement

The agreement as set forth in this MOA is the whole agreement between IHSNNMC and DOH, and does not obligate either of these parties to agree to any further agreement, or to further terms, modifications or amendments to this MOA.

15. Designation of Representatives

DOH hereby designates the person listed below as its official Representative responsible for overall fiscal and programmatic supervision of the matters included in this MOA:

DOH

IHSNNMC

1st Party: DOH

2nd Party: IHSNNMC

By: _____
Michelle Lujan Grisham, J.D., Secretary

By: _____

Date: _____

Date: _____

By: _____
Division Director

Date: _____

By: _____
Assistant General Counsel

Date: _____