

MEMORANDUM OF AGREEMENT

Between
New Mexico Department of Health
And
Texas Department of State Health Services

This Agreement entered into this ____ day of _____, 2007 by and between New Mexico Department of Health (“DOH”) and the Texas Department of State Health Services (“DSHS”).

Article I: Purpose

New Mexico does not have a secure medical facility to retain and treat patients diagnosed with active 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 provide New Mexico residents who are diagnosed with active TB, are non-adherent in taking their medications, and are under court order, access to the Texas Center for Infectious Diseases (“TCID”) so that they can be confined in order to ensure that the prescribed treatment regimen is completed and to prevent transmission of the disease. DSHS has the authority to enter in this Memorandum of Agreement pursuant to provisions of Section 13:046 of the Texas Health and Safety Code.

The purpose of this MOA is to establish a mechanism for the treatment of residents of New Mexico at 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 Memorandum of 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, DSHS is limited to Agreements with agencies of other states only. Therefore, to provide the best medical care for all New Mexican citizens, DOH and DSHS agree to the following terms:

Article II: Terms of Agreement

The method by which the purposes of this agreement will be accomplished is as follows:

- A. The DOH shall:
 - 1) Coordinate the transportation of New Mexico residents from their residence, place of hospitalization or detention to TCID.

- 2) Coordinate the discharge transportation of New Mexico residents from TCID to their residence in New Mexico, or other approved discharge location.
- 3) Assume responsibility for paying all cost of all hospitalization and treatment of patients admitted under this agreement. In the event that a patient's care results in costs other than the agreed upon rate listed in Article IV, such expenses shall be reconciled through written amendment to this Memorandum of Agreement.

B. The TCID shall:

- 1) Submit invoices for services provided within thirty (30) days of the close of the month in which services were rendered.

Invoices 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

Article III: Administering Agency

The administering agency is the DOH.

Article IV: Payment

Payment hereunder will be made as follows: DOH will pay to TCID the sum of \$570.00 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 August 31, 2008, DOH will pay to TCID the sum of \$590.00 per day per patient upon cost reimbursable invoices submitted and approved by the DOH.

Article V: Property

The parties understand and agree that no property will be acquired by either party under this Agreement.

Article VI: Reporting:

TCID Will provide to DOH, in a mutually agreed format, monthly billing, reflecting the costs for the treatment of approved New Mexico residents undergoing treatment at TCID. Payment will be made to TCID within 30 days of receipt of the bill.

Article 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 the 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.

Article VIII: Funds Accountability

Both parties shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred to TCID pursuant to this Agreement.

Article IX: Liability

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement to the extent allowed by law. Any liability incurred in connection with this Agreement is subject to the immunities and limitations under law, including the New Mexico Tort Claims Act, Sections 41-4-1, et. Seq., NMSA 1978, as amended.

Article X: Period of Agreement:

This agreement shall become effective on the date that it is approved by respective Agency Heads, and shall remain in effect for eighteen months unless terminated pursuant to Article VII, Termination of Agreement. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective Agency Heads before becoming effective.

Party

Party

By: _____
Michelle Lujan Grisham, Secretary
NM Department of Health

By: _____
David L. Lakey M.D., Commissioner
Texas Department of State Health

Date: _____

Date: _____

By: _____
Office of General Counsel

By: _____
Office of General Counsel

Date: _____

Date: _____