

MEMORANDUM OF UNDERSTANDING

08-343

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico (the "County" or "Commissioners"), and the REGENTS OF THE UNIVERSITY OF NEW MEXICO, a state educational institution named in Article 11, Section 12 of the New Mexico Constitution (the "University" or the "Regents"), agree:

I. RECITALS

- A. The County and the University entered into that certain Lease Agreement for Operation and Lease of County Healthcare Facilities, with an effective date of July 1, 1999, pursuant to the Hospital Funding Act, Sections 4-48B-1 *et seq.* NMSA 1978, as amended by that certain First Amendment to Lease Agreement for Operations and Lease of County Healthcare Facilities dated as of November 18, 2004 (as amended, the "Lease Agreement"), under which the University is operating University of New Mexico Hospital (also known as the "University of New Mexico Hospital/Bernalillo County Medical Center" and hereinafter called the "Hospital"), and the UNM Mental Health Center (also known as the "Bernalillo County Mental Health Center -- Mental Retardation Center" and hereinafter called the "Mental Health Center").
- B. This Memorandum of Understanding ("MOU") does not modify any terms and conditions of the Lease Agreement but is only supplemental to the Lease Agreement

II. MUTUAL COVENANTS

- A. The parties acknowledge that present Mill Levy revenues payable to the University are insufficient to pay all the costs of care delivered by the Hospital and Mental Health Center to medically indigent residents of Bernalillo County who seek care at the Hospital and Mental Health Center.
- B. The County agrees to approve placing on the November 2008 general election ballot a request for a total of six and four-tenths (6.4) mills for the Hospital and Mental Health Center combined.
- C. In consideration of the County's agreement to support the Mill Levy, the University agrees to the following, provided that the Bernalillo County voters approve the Mill Levy at the November 2008 election:
 1. The University will ensure that at least twelve percent (12%) and up to 15% of the Mill Levy revenue will be allocated to operation and maintenance of the Mental Health Center and associated behavioral health and substance abuse treatment services that are offered by the Hospital and the Mental Health Center.
 2. The University will use its best efforts to comply with national standards for academic medical centers for Emergency Department access to emergency

services, waiting time for emergency services, and provision of emergency care, for both medical and mental health emergencies.

3. The University will agree to develop a Program to improve access for the underserved of the County in collaboration with community resources. The County and the University will develop the elements of the program on terms mutually acceptable to the University and the County, the terms will be set forth in a separate Program Memorandum of Understanding. During the term of the 2008 Mill Levy, the Hospital will allocate at least \$800,000 in funding, adjusted by inflation, for each year of this Program Memorandum of Understanding.

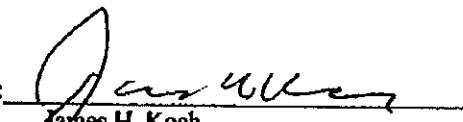
The Hospital will develop an assessment mechanism and reports that will be presented to the Clinical Operation Board on at least an annual basis to determine the effectiveness of the Program. The Clinical Operations Board will develop a plan of action with recommendations for the enhancement of the Program that will be presented to the Regents and County Commission at the annual meeting.

4. The University will report to the County at a County Commission meeting on a quarterly basis to provide information as requested by the County related to the Operations and Maintenance of UNM Hospital.

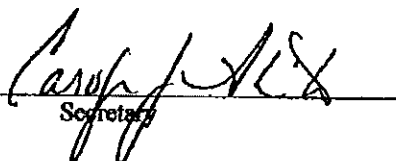
III. MISCELLANEOUS

- A. This MOU will continue in full force and effect for the duration of the eight-year Mill Levy term beginning after, and contingent upon, approval of the Mill Levy at the November 2008 general election, unless earlier terminated by written consent of the parties. This MOU will terminate automatically upon termination of the Lease Agreement for any reason.
- B. Modifications to this MOU will be effective only if in writing and signed by authorized representatives of the parties.


REGENTS OF THE UNIVERSITY OF NEW MEXICO

BY: 
James H. Koch
President

Date: April 30, 2008

ATTEST: 
Carolyn M. Smith
Secretary


Date: April 30, 2008

APPROVED:

UNIVERSITY COUNSEL

COUNTY OF BERNALILLO: BOARD OF COUNTY COMMISSIONERS

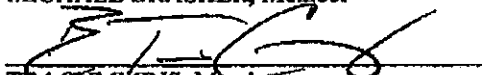
EXCUSED


ALAN ARMUJO, Chair


DEANNA ARCHULETA, Vice Chair

TERESA CORDOVA, Member


MICHAEL BRASHER, Member


TIM CUMMINS, Member

APPROVED:

COUNTY LEGAL

ATTEST:

County Clerk

Dated: 6/10/08



PROGRAM MEMORANDUM OF UNDERSTANDING

The BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico (the "County" or the "Commissioners"), and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a state educational institution named in Article 11, Section 12 of the New Mexico Constitution (the "University" or the "Regents"), agree:

I. RECITALS:

- A. On or about April 30, 2008, the Commissioners and the Regents entered into that certain Memorandum of Understanding (the "MOU"), pertaining to the 2008 Mil Levy election (the "2008 Mil Levy") and certain understandings between the Commissioners and Regents in respect of the operation of the UNM Hospital during the eight-year term of the 2008 Mil Levy, if the voters of Bernalillo County passed the ballot question in respect of the 2008 Mil Levy.
- B. On November 4, 2008, the voters of Bernalillo County voted to adopt the 2008 Mil Levy.
- C. Pursuant to Section II.C.3 of the MOU, the County and the University agreed that the University would develop a program to improve access for the underserved of Bernalillo County in collaboration with community resources and that the County and the University would develop the elements of the program on terms mutually acceptable to the University and the County, which terms would be set forth in a separate Program Memorandum of Understanding. UNM Hospital further agreed that during the term of the 2008 Mil Levy, UNM Hospital will allocate at least \$800,000 in funding, adjusted by inflation, for each year of such Program Memorandum of Understanding.
- D. This Program Memorandum of Understanding is intended to be the Program Memorandum described in the MOU. Subject to and upon the terms and conditions set forth in this Program Memorandum of Understanding, the County and the Regents desire to adopt the Pathways Program described more fully hereinbelow to satisfy the terms and conditions of the MOU.

II. MUTUAL COVENANTS.

- A. Attached hereto as Exhibit A and incorporated herein by reference is a description of the Pathways Program that is hereby adopted by the University under this Program Memorandum as contemplated in the MOU, and agreed to by the County. The University and UNM Hospital will take the steps necessary to implement and operationalize the Pathways Program as described in Exhibit A not later than such time as the proceeds from the 2008 Mil Levy commence being received by the County. Subject to the reporting and oversight requirements set forth in the 2008 Mill Levy Memorandum of Understanding and the Program Memorandum of Un-

derstanding, the HSC Community Advisory Council (CAC) will provide advice and guidance to the UNM Hospital Board of Trustees and to the UNM HSC Executive Vice President (As defined in Exhibit A) on the design and implementation of the Pathways Program, and review and provide advice as to whether program integrity is sustained.

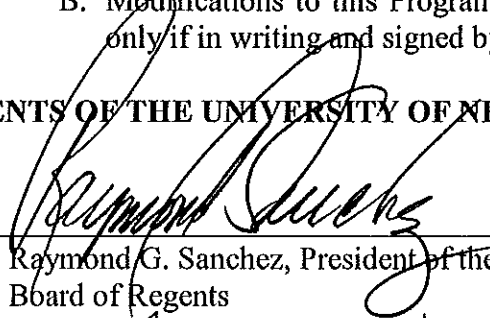
- B. The UNM HSC will develop a data collection system and assessment mechanism for the Pathways Program. On at least an annual basis, reports will be provided to the CAC, UNM Hospital, County and, subject to the reporting structure and process described below, to the general public. Consistent with the 2008 Mill Levy MOU, the University and the UNM Hospital will develop an assessment mechanism and reports that will be presented to the UNM Hospital Board of Trustees on at least an annual basis to determine the effectiveness of the Pathways Program. UNM Hospital Board of Trustees with input from the CAC will develop a plan of action with recommendations for the enhancement of the Program that will be presented to the Regents and the County Commission at their annual meeting.

III. MISCELLANEOUS.

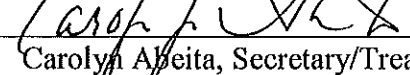
- A. This Program Memorandum of Understanding will continue in full force and effect for the duration of the eight-year 2008 Mil Levy term, unless earlier terminated by a written consent signed by the both of the parties to this Program Memorandum of Understanding. This Program Memorandum of Understanding will terminate automatically upon termination of the Lease Agreement (as defined and described in the MOU) for any reason.

- B. Modifications to this Program Memorandum of Understanding will be effective only if in writing and signed by authorized representatives of the parties.

REGENTS OF THE UNIVERSITY OF NEW MEXICO

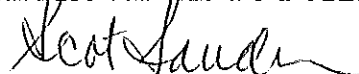
By: 
Raymond G. Sanchez, President of the Board of Regents

Date 5/12/09

Affirmed: 
Carolyn Abeita, Secretary/Treasurer of Board of Regents

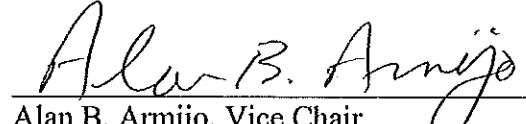
Date 5/12/09

APPROVED AS TO FORM:



Scot Sauder, Esq., Senior Associate University Counsel and Health Law Section Leader


BOARD OF COUNTY COMMISSIONERS


Deanna Archuleta, Chair

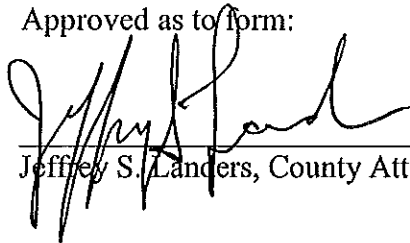

Alan B. Armijo, Vice Chair


Art De La Cruz, Member


Michael C. Wiener, Member


Michael Brasher, Member

Approved as to form:


Jeffrey S. Landers, County Attorney

Attest:



Maggie Toulouse Oliver, County Clerk



Exhibit A

Description of Essential Elements of the Pathways Program

The Pathways to a Healthy Bernalillo County program mission is to: Connect underserved county residents with health care and other support systems and assisting them as they navigate through it; coordinate services for underserved residents to achieve positive individual-level health outcomes, and, ensure collaborative planning and improve access to our health care system through increased access to the UNM Hospital system. The model is patterned after a specific Pathways Outcomes Production model, which focuses on finding the community's most disconnected, at-risk residents and connecting them with the appropriate services to improve their health outcomes.

The University will contracts or sub-contracts with various community organizations that employ community health workers (may be called a Promotora, Community Health Navigator, Outreach Worker, or other), who will identify Pathways clients and work with them using a holistic approach, connect them with the appropriate resources, and follow their progress until improved health and wellness outcomes are confirmed. These community organizations and community health workers will work collaboratively with the University and UNM Hospital to ensure that all Pathways Program clients are registered with UNM Hospital and given a medical home.

At the same time, UNM Hospital will establish an Advanced Medical Home for the Bernalillo County residents identified and recruited by the community health workers described above. The Advanced Medical Home model is an ambulatory care model designed to improve the quality of care being provided in clinics through patient-centered, physician guided, cost-efficient and longitudinal care and has these key attributes:

- Care is evidence-based
- Care is Organized – structure according to the Chronic Care Model
- Care is Integrated

The model focuses attention and resources on prevention as well as chronic and intensive disease management by striving to bring all patients back to a state of wellness.

Primary activities of the Pathways Program are: 1) Client Services: Recruit clients; gain their trust, conduct risk score assessment; determine priority needs and select *pathways*; connect to resources & services; confirm meaningful outcome; 2) Community Collaboration: CHNs, community agencies and UNM HSC collaborate regularly to strengthen resource and service coordination for clients; 3) Assessment of Systems Effectiveness: CHNs, community agencies and UNM HSC (including management of the UNM Hospital) identify systems barriers that are commonly encountered and work collectively and collaboratively on solutions to overcome these barriers.

The HSC Office of Community Affairs (“OCA”) will serve as the Project “Hub” or central support system for the contracted organizations and, within the University, will also be responsible for the management and implementation of the Pathways Program, including maintaining the program’s data collection and reporting system.

MEMORANDUM OF UNDERSTANDING
between
UNM Health Sciences Center
And
UNM Hospital

(Pathways Program)

This MEMORANDUM OF UNDERSTANDING (this "MOU") is entered into as of _____, 2009, by and between the University of New Mexico Hospital ("UNM Hospital") and the University of New Mexico Health Sciences Center ("UNM HSC") in respect to the Pathways Program described more fully hereinbelow (the "Pathways Program").

Recitals

The Regents of the University of New Mexico (the "Regents") and the Board of County Commissioners (the "County") entered into a Memorandum of Understanding with respect to the 2008 Mill Levy Election in respect of the operations and maintenance of the UNM Hospital (the "2008 Mill Levy MOU"), under which the Regents and the County agreed, among other things, that the UNM HSC and the UNM Hospital would develop and establish a program to improve access to health care services for the underserved of Bernalillo County in collaboration with community resources, UNM Hospital would fund \$800,000 annually for such a program (adjusted annually for inflation), and would enter into a Program Memorandum of Understanding with the County which describes and sets forth the elements of such a program (the "Pathways Program MOU").

Effective as of May 12, 2009, the UNM HSC and the County entered into the Pathways Program MOU which describes and sets for the essential elements of the Pathways Program, as contemplated in the 2008 Mill Levy MOU, a true and correct copy of which is attached to this MOU as Exhibit A and is incorporated herein by reference.¹

The UNM HSC and the UNM Hospital desire with this MOU to set forth their understandings and agreements relative to the implementation of the Pathways Program and performance of the Pathways Program MOU:

Understandings and Agreements

The UNM HSC and the UNM Hospital hereby agree as follows:

1. The UNM HSC and the UNM Hospital will implement their respective obligations as described in the Pathways Program MOU.

¹ All capitalized terms not otherwise defined in this MOU shall the meanings ascribed to such terms in either the 2008 Mill Levy MOU or the Pathways Program MOU, as the case may be.

2. The UNM HSC Office of Community Affairs (the "HSC OCA") will be responsible for the overall management of the Pathways Program as described in the Pathways Program MOU including, without limitation, management of all contracts with outside providers who will perform services in respect of the Pathways Program. In this connection, the HSC OCA will be responsible for ensuring that all such contractors comply with all applicable regulations governing community healthcare workers including, without limitation, any applicable criminal background screening requirements and that such contractors carry such insurance coverage as may be required by the Safety & Risk Services Department of the University of New Mexico. Additionally, to the extent that any such contractors will have, or could reasonably be expected to have, access to "protected health information" obtained, created or maintained by the UNM HSC as a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996, and the Privacy Rule Regulation promulgated thereunder ("HIPAA"), in respect of any client/patient enrolled in the Pathways Program, the HSC OCA will ensure that, prior to any such access, any such contractor executes and delivers to the UNM HSC a Business Associate Agreement as contemplated in HIPAA.

3. The HSC OCA will consult with UNM Hospital on developing a data set with respect to clients/patients who are enrolled in the Pathways Program that will be utilized for outcome measurement, as described in Program MOU, Exhibit A, reporting to the UNM Hospital Board of Trustees.

4. The HSC OCA will provide to UNM Hospital a quarterly report of the agreed-upon data set and outcome measurements, as outlined in the Pathways Program model, described in Section 3 above. The HSC OCA will provide these quarterly reports to UNM Hospital not later than 30 days' following the close of the quarter as to which such reports would apply. In addition, the HSC OCA will provide an annual report as described in the Pathways Program MOU to UNM Hospital showing the agreed upon outcome measurements, as outlined in the Pathways Program model, not later than 30 days following the close of the University's fiscal year to enable UNM Hospital to present the same to the UNM Hospital Board of Trustees and, thereafter, to the Regents and the County, at their annual meeting, as required by the 2008 Mill Levy MOU.

5. The HSC OCA and the UNM Hospital will work collaboratively to assure that all Pathways Program clients/patients who are in need of some form of medical care are assigned to a medical home. In this connection, for those clients/patients referred to a UNM Hospital facility or clinic or any subcontractor engaged by UNM Hospital for this purpose, the UNM Hospital will have responsibility for assignment to, and management of, the medical home for such patients.

6. UNM Hospital will work to improve access to primary care services, chronic care management services, and mental health services by engaging in regular communication, collaborative planning, and problem-solving efforts with the HSC OCA and third party entities with whom the UNM HSC contracts for Pathways Program services to address identified access barriers with the UNM Hospital system.

7. Upon execution of this MOU, the UNM Hospital will fund the sum of \$79,100 for ramp-up costs associated with the establishment and implementation of the Pathways Program during Fiscal Year 2009. Effective July 1, 2009, UNM Hospital will fund the sum of \$800,000 to the UNM HSC in respect of the Pathways Program for the period of July 1, 2009 through January through June 30, 2010. Thereafter, the amount payable by the UNM Hospital to the UNM HSC under and pursuant to the 2008 Mill Levy MOU and this MOU during each subsequent fiscal year shall not be less than \$800,000 and be adjusted from the prior year's funding amount at a rate equal to the percentage change in the consumer price index as published by the U.S. Bureau of Labor Statistics, for all urban consumers (all items) (1982=100) for the immediately preceding twelve-month period. The parties further agree that approximately eighty percent (80%) of the annual funding provided by UNM Hospital to the UNM HSC under this paragraph shall be utilized for program community-based contracts as opposed to UNM HSC administrative costs during each funding year, in keeping with the mutual desire to fulfill the intent of the Pathways Program MOU.

8. The term of this MOU shall be co-terminus with the term set forth in the Pathways Program MOU.

9. This MOU may be amended upon written consent of the parties. Each party will consider in good faith modifications presented for consideration by the other party and will not unreasonably withhold consent to the proposed modification.

10. Any disputes with respect to performance of this MOU will be presented to the Executive Vice President for Health Sciences or designee for resolution. The decision of the Executive Vice President for Health Sciences will be final.

11. This MOU represents the entire understanding of the parties with respect to the subject matter of this MOU, and supersedes any prior MOU, agreement or understanding with respect to the subject matter of this Agreement.

UNM HOSPITAL:

By: Stephen McKernan 5/14/2009
Stephen McKernan, CEO

UNM HSC:

By: Paul B. Roth 5/14/09
Paul B. Roth, M.D., F.A.C.E.P.
Executive Vice President of Health
Sciences