

Four Corners
Regional Education Cooperative #1

Aztec Municipal Schools – Bloomfield Public Schools—Central Consolidated Schools—Farmington Municipal Schools—Gallup-McKinley County Schools—Zuni Public Schools—San Juan College

**MEMORANDUM OF UNDERSTANDING BETWEEN
FOUR CORNERS REGIONAL EDUCATION COOPERATIVE #1 AND
Your School or Agency Name**

This is an agreement between Four Corners Regional Educational Cooperative #1, hereinafter “REC1”, and Your School or Agency Name, hereinafter “USchool”.

1. PURPOSE AND SCOPE

The purpose of this MOU is to establish an agreement between USchool and REC1 to incorporate USchool into the REC1 *Clinical Laboratory Improvement Amendments (CLIA) Application for Certification*.

2. RESPONSIBILITIES UNDER THIS MOU:

1. Prepare the proposed testing facility, documentation, and quality control processes according to the requirements of the “NM SCHOOL Lab Site Visit Review Tool,” which will form the basis for compliance testing for receipt of the CLIA waiver from the Department of Health and Human Services.
2. Provide REC1 with full information regarding
 - a. the name and address of the testing location
 - b. condition for which the test(s) will be performed (e.g., Strep A)
 - c. name of each test to be performed (e.g., Ace Rapid Strep Test)
 - d. manufacturer of each test to be performed (e.g., Acme Corp.)
 - e. number of tests to be performed per test
 - f. schedule for testing
3. Assign a single point of contact for the waiver and compliance review process.
4. Participate in a minimum of 3 virtual site compliance reviews, at approximately 90-day intervals, and additional follow-up virtual and on-site visits as needed to demonstrate compliance, as scheduled in collaboration with REC1.
5. Accept the results of the compliance review conducted by REC1 and, in the case of a non-compliance finding, correct any such identified issues prior to a scheduled follow-up review visit.
6. Notify REC1 should USchool no longer be able or desire to participate in the REC1 CLIA umbrella waiver.

3. REC1 RESPONSIBILITIES UNDER THIS MOU

1. REC1 will incorporate USchool into its “umbrella” application for a CLIA waiver.
2. Conduct a minimum of 3 virtual site compliance reviews, at approximately 90-day

Four Corners Regional Education Cooperative #1

Aztec Municipal Schools – Bloomfield Public Schools—Central Consolidated Schools—Farmington Municipal Schools—Gallup-McKinley County Schools—Zuni Public Schools—San Juan College

intervals, and additional follow-up virtual and on-site visits as needed to demonstrate compliance.

3. Record compliance results and communicate findings to the NM DOH.

4. MUTUAL AGREEMENTS

1. This MOU may be amended by written and signed agreement by REC1 director and an authorized USchool representative.
2. Either party to this MOU may terminate this MOU with 30-days' notice in writing.
3. This agreement does not constitute a joint venture or partnership between REC1 and USchool such that neither party assumes any responsibility for fiscal responsibility, management, and obligations of the other party.
4. Both parties to this MOU agree to indemnify, defend, and hold-harmless the other party and its representatives, trustees, officers, employees, successors, and assigns, from and against, and further releases and waives against such indemnified persons and entities, any and all claims, causes of action, liability, expenses, attorneys' fees, expenses, costs, injuries, damages, harm, or other loss, regardless of any negligent conduct of any such indemnified persons, to the proportional extent arising from any breach of the MOU, from the provision of the services, or from any acts or omissions of either party or its employees, agents, representatives, subcontractors, suppliers, officers, employees, owners, successors, or assigns. Each party reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its employees/officials' rights.

5. EFFECTIVE DATE AND SIGNATURE

FOUR CORNERS REGIONAL EDUCATION COLLABORATIVE #1

Date:
David Bowman, Executive Director

Your School or Agency Name

Date: _____
NAME: _____
TITLE: _____