

MEMORANDUM OF AGREEMENT

Between
New Mexico Department of Health
And
Gadsden Independent Schools

This Agreement entered into between New Mexico Department of Health (DOH) and Gadsden Independent Schools, the entity providing services (Entity).

Article I: Purpose

The purpose of this agreement is to provide youth suicide prevention services for adolescents at Gadsden High School.

Article II: Scope of Work

- A. The Entity shall perform the following work:
 - 1. Provide direct case management services for adolescents through a comprehensive suicide prevention program at Gadsden High School.
 - a. Designate a site coordinator to oversee the Substance Abuse and Mental Health Services Administration (SAMHSA) suicide prevention school program.
 - b. Maintain a comprehensive list of school-based and community resources including, but not limited to:
 - 1) Recreational activities;
 - 2) Housing;
 - 3) Food;
 - 4) Clothing;
 - 5) Vocational opportunities; and,
 - 6) Health services.
 - c. Facilitate client access to school-based and community resources, monitor activities and report outcomes. Submit a monthly report of activities to the Office of School and Adolescent Health (OSAH) by the 5th day of each month, beginning January 5, 2009.
 - 2. Conduct early intervention and assessment activities and coordinate direct services for youth identified at-risk, ensuring services are integrated with existing school and community systems and services.
 - a. Develop a protocol for referring students identified as at-risk to appropriate community mental health care and treatment services. Submit draft plan to contract monitor by January 15, 2009.
 - b. Provide referrals for appropriate community behavioral health care and treatment.
 - c. Coordinate and monitor services provided to clients in conjunction with health care providers.
 - d. Develop a comprehensive tool for tracking client activities in relation to their care plan.
 - e. Assist clients in developing personal goals and areas of need for services.
 - f. Assist in developing both treatment and social/educational plans.

- g. Provide OSAH-approved educational resources to families of youth at risk.
3. Implement the Natural Helpers Program at Gadsden High School through June 30, 2009.
- a. Recruit and train one adult sponsor and a minimum of 20 youth on Natural Helpers, an evidenced-based peer-to-peer program by December 31, 2008.
 - b. Facilitate implementation of all components of the Natural Helpers Program, including but not limited to:
 - 1) Health education and promotion;
 - 2) Positive youth development;
 - 3) Service learning;
 - 4) Peer-to-peer education; and,
 - 5) Referral.
 - c. Include update on Natural Helpers Program in monthly activities report submitted to OSAH beginning January 5, 2009.
 - d. Pay travel and training expenses for a minimum of 10 youth participants and at least one adult sponsor to attend the annual Natural Helpers gathering held in the spring 2009.
4. Plan and implement an intensive, 2-day gatekeeper training and follow-up activities to support crisis response. Provide training to a minimum of five teachers, other school staff, parents, community behavioral health providers, and community advocates by June 30, 2009.
- a. Organize and facilitate school capacity to successfully implement an organized crisis response by maintaining a group focused on providing guidance and leadership on youth suicide prevention and intervention. Provide an update on status of group and its activities in monthly activities report submitted to OSAH beginning January 5, 2009.
 - b. Implement Crisis Response activities, in coordination with school safety plan programs. Ensure that crisis response includes training, awareness and education campaigns, intervention and direct services coordination, post-vention response, and crisis action procedures and protocols. Crisis response activities must also include referral resources and partnerships with local and state behavioral health and family support systems. Provide an update on Crisis Response activities in monthly report submitted to OSAH beginning January 5, 2009.
5. Develop a Sustainability Plan describing activities and strategies that will be implemented to ensure continuation of key components following expiration of grant funds. Submit plan to OSAH by January 31, 2009. Plan must address the following:
- a. Overview of impact of program on school crisis response and suicide prevention and intervention
 - b. Identification of component programs that will remain in the absence of funding;
 - c. Funding required to support and maintain activities;
 - d. List of planned activities that will be implemented to increase awareness and support from school administrators, school board and community to

maintain key program components, as well as action steps and strategies that will be implemented to ensure continued improvements to suicide prevention and intervention activities for students and staff.

6. Implement comprehensive data collection and evaluation activities established by OSAH for this demonstration project and provide regular reporting on program progress as follows:
 - a. Submit monthly program progress reports to OSAH by the 5th of each month, beginning January 5, 2009.
 - b. Incorporate process and outcome indicators as defined by OSAH and assure that all U.S. Department of Health and Human Services, SAMHSA requirements are met.
 - c. Collaborate with OSAH and SAMHSA and other stakeholder groups on local and cross-site evaluation requirements.
 - d. Facilitate data collection from school site on a monthly basis. Collection to include:
 - 1) Number of students screened using the Depression Protocol Screen;
 - 2) Number of students trained in Signs of Suicide;
 - 3) Number of students in Natural Helpers;
 - 4) Number of staff, parents and community members trained in gatekeeper programs;
 - 5) Number of students referred to community partners;
 - 6) Number of students who access community partners;
 - 7) Development of crisis plan; and,
 - 8) Clinical outcomes of students referred.
 - e. Prepare and submit an annual report to OSAH based on overall evaluation and objectives set forth by the SAMHSA grant and submit to OSAH by June 30, 2009.

7. Attend four (4) SAMHSA trainings determined by DOH.

| Deliverables Budget: | FY 08 | |
|---|--------------------|--|
| Case Management | \$21,000.00 | |
| Direct Care Coordination | 20,000.00 | |
| Materials/Supplies | 1,000.00 | |
| | | |
| Early Intervention/Assessment | \$ 6,000.00 | |
| Early Identification Activities | 3,000.00 | |
| Referral Development | 1,500.00 | |
| Family Resource Development | 1,500.00 | |
| | | |
| Awareness Training - Collaboration | \$ 8,000.00 | |
| Intensive Gatekeeper Training | 4,000.00 | |
| Crisis Response Planning/Implementation | 4,000.00 | |
| | | |
| | | |
| Natural Helpers | 13,000.00 | |

| | | |
|--|--------------------|--|
| Youth/Adult Training | 8,000.00 | |
| Youth Support (20 @ \$75) | 1,500.00 | |
| Materials/Supplies | 1,500.00 | |
| Annual Natural Helpers Gathering | 2,000.00 | |
| | | |
| Data Collection and Reporting | 10,000.00 | |
| Monthly Progress Reports (6 @ \$400) | 2,400.00 | |
| Data Collection & Evaluation | 2,600.00 | |
| Sustainability Plan | 3,000.00 | |
| Annual Report | 2,000.00 | |
| | | |
| SAMSHA Trainings and meetings (4 @ \$500) | 2,000.00 | |
| | | |
| TOTAL | \$60,000.00 | |

DOH/PHD/OSAH will pay Entity based upon *deliverables completed* after receipt and approval of monthly invoices and deliverables.

The Entity agrees to submit invoices for services provided within thirty days of the month in which services were delivered. In addition, notwithstanding the provisions of Article 4, Section B, the Entity agrees to submit the final invoice for services provided in June within the first week of the following July.

The Entity will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

The Entity may make adjustments or changes not to exceed the total amount payable under the agreement with written prior approval of the OSAH. The maximum amount to be paid to the Entity for this budget shall not exceed a total of \$60,000.00.

B. Services will be performed at Gadsden High School.

C. Performance Measures.

Through satisfactory completion of the Scope of Work set forth above, the Entity will assist the Department to meet the portions of its 2009 Strategic Plan that relate to the Department’s mission to prevent, protect, provide, promote and partner to improve health services systems and assure that critical public health functions and safety net services are available. Further, specific measures identified include:

Pursuant to the FY09 Department of Health Strategic Plan

Task 5: Reduce Suicide Among Youth.

Activities:

- Double the number of behavioral health encounters in school based health centers (SBHCs).

- Expand the statewide Agora Crisis Line utilizing peers as well as trained professionals.
- Conduct a statewide media campaign to advertise the toll-free Crisis Hotline.
- Increase the number of outreach and behavioral health educational presentations to teens.
- Implement the Substance Abuse and Mental Health Services Administration prevention and early intervention grant for youth suicide in four rural communities in New Mexico (Gallup, Pojoaque, Carlsbad and Mescalero).
- Educate families and communities on youth suicide issues, including stigma reduction through social marketing and outreach campaigns.
- Perform suicide prevention, education and outreach to 5,000 at-risk families per year.
- Increase telehealth counseling to eight school-based health centers and juvenile justice facilities.
- Increase screening of teens at schools, public health clinics and private providers to identify at-risk youth.
- Promote positive youth development opportunities in communities, schools and workplaces, juvenile probation and parole offices, Protective Services and juvenile justice facilities.
- Facilitate discussion with Native American communities on the major youth issues of suicide, teen pregnancy, domestic violence, substance abuse and alcohol as identified in the DOH produced video called “REZ Hope” to increase awareness and promote community action.
- Develop public service announcements and other media to specifically address reducing the stigma associated with seeking help for depression and suicidal thoughts to include the development of outreach programs that acquaint the general public with early warning signs and provide information on how to best respond to an individual who is at risk of suicide.
- Support collaborative suicide prevention efforts statewide and at the community level by focusing on at-risk families and communities.
- Promote diversity and acceptance of youth regardless of race, ethnicity, gender and sexual orientation.

Performance Measures:

- Number of calls to the agency-funded agora youth crisis line. (GPAC, AGA)
- Youth suicide rate among 15- to 19-year-olds per 100,000. (GPAC, AGA)
- New Mexico ranking for youth suicide among 15- to 24-year-olds. (GPAC, AGA)
- Youth suicide rate among 20- to 24-year-olds per 100,000. (GPAC)
- Percent of youth reporting they have considered suicide. (GPAC)
- Percent of youth who report they have attempted suicide. (GPAC)

Article III: Administering Agency

The administering agency is the DOH.

Article IV: Compensation

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$60,000.00. This amount is a maximum**

and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

- B. The DOH shall pay to the Entity in full payment for deliverables completed such compensation not to exceed \$60,000.00 (as set forth in Paragraph A) including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Article II, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Article V: Property

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

Article VI. Client Records and Confidentiality

- A. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- B. The Entity shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to DOHs' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, Entity shall execute the HIPAA Business Associate Agreement, which is hereby incorporated and made part of this Agreement as Attachment 1.

Article VII: Funds Accountability

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

Article VIII: Liability

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

Article IX: 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. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

Article X: Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, PROVIDER acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

Article XI. Period of Agreement:

This Agreement shall be effective December 1, 2008 or upon approval of both parties, whichever is later and shall terminate on **June 30, 2009** or as stated in **ARTICLE IX, Termination**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

New Mexico Department of Health

Gadsden Independent Schools

By: _____
Alfredo Vigil, M.D., Secretary
NM Department of Health

By: _____

Date: _____

Date: _____

By: _____
Office of General Counsel
for legal sufficiency

By: _____

Date: _____

Date: _____