

MEMORANDUM OF AGREEMENT

Between
New Mexico Department of Health
And
Gadsden Independent School District

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

Article I: Purpose

The purpose of this agreement is to provide integrated primary and behavioral health care for adolescents through a school based health center (SBHC).

Article II: Scope of Work

A. The Entity shall perform the following work:

1. Develop and submit an operational plan for the school-based health center (SBHC) for the current contract year by September 30, 2009.
 - a. Outline how and when primary care services will be provided, including days of week and hours of when service will be available, as well as name(s) of provider(s), if known, and type of licensure.
 - b. Outline how and when behavioral health care services will be provided, including days of week and hours service will available, as well as name(s) of provider(s), if known, and type of licensure.
 - c. Outline how and when Presumptive Eligibility/Medicaid On-Site Application Assistance (PE/MOSAA) will be conducted, as well as the procedure for tracking the number of PE/MOSAA's. Ensure SBHC Clerk or other appropriate staff is properly trained.
 - d. If pharmacy services are provided, outline how, when and who will monitor the pharmacy operations.
 - e. If Clinical Laboratory Improvement Amendments (CLIA) waived testing will be provided outline how, when and by whom they will be monitored, as well as which tests will be provided.
2. Coordinate the services and activities of the SBHCs at Gadsden High School and Chaparral High School.
 - a. Coordinate the delivery of primary care services for SBHC clients at Gadsden High School and Chaparral High School.
 - b. Obtain a written formal agreement with providers who are not employees of the school district that allows for the provision of direct primary health care services and submit copy of agreement to the Office of School and Adolescent Health (OSAH) by September 30, 2009.
 - c. Coordinate the delivery of behavioral health care services for SBHC clients at Gadsden High School and Chaparral High School.
 - d. Obtain a written formal agreement with providers who are not employees of the school district that allows for the provision of behavioral health care services and submit copy of agreement to OSAH by September 30, 2009.
3. Provide primary health care services to SBHC clients at Gadsden High School and Chaparral High School.

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- a. Provide a minimum of 24 hours of quality primary health care services per week at Gadsden High School (16 hours) and Chaparral High School (8 hours). (See Attachment 2, Standards and Benchmarks #8.1 for a list of acceptable health care provider types.)
 - b. Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) or a Yearly Wellness Exam as appropriate.
 - c. Document each client encounter and maintain medical records separate from school nursing, counseling and academic records in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) regulations.
 - d. Ensure wrap up sessions are conducted as appropriate.
4. Provide behavioral health care services to SBHC clients at Gadsden High School and Chaparral High School.
- a. Provide a minimum of 24 hours of quality behavioral health care services per week at Gadsden High School (16 hours) and Chaparral High School (8 hours). (See Attachment 2, Standards and Benchmarks #10.1 for a list of acceptable behavioral health care providers.)
 - b. Document each client encounter and maintain medical records separate from school nursing, counseling and academic records in accordance with HIPAA and FERPA regulations.
 - c. Ensure wrap up sessions are conducted as appropriate.

SBHC Health Promotion

5. Provide health promotion and risk reduction programs for students at Gadsden High School and Chaparral High School.
- a. Identify one priority area for health promotion or risk reduction within the school district or community.
 - b. Develop and implement an action plan to address the identified priority health promotion or risk reduction area at each site by November 30, 2009.
 - c. Conduct a minimum of 8 classroom presentations on general health topics, at least two of which must address Dental Hygiene, by May 31, 2010.
 - d. Conduct a minimum of 8 presentations on behavioral health awareness and anti-stigma by May 31, 2010.
 - e. Participate in a minimum of 2 school or community health promotion projects by May 31, 2010.
 - f. Write at least 2 press release, media advisory, opinion editorial/articles concerning SBHC activities and/or services, identifying the DOH and the Entity.
 - g. Ensure that any curriculum used for health promotion/risk reduction programs are approved by OSAH prior to implementation.

SBHC Advisory and Evaluation

6. Develop and maintain School Health Advisory Committees (SHAC) at Gadsden High School and Chaparral High School.
- a. Conduct training for the SHAC participants detailing SHAC responsibilities, advisory capacity and scope of involvement with the SBHC by November 30, 2009.
 - b. Maintain active participation of SHAC members representing parents, school administration, school staff, local Public Health Office staff, local School Health Advocate, local School Mental Health Advocate, and a minimum of two to four youth.
 - c. Ensure the SHAC is linked with or integrated into the County or Tribal Community Health Council.

- d. Conduct a minimum of 4 meetings of each SHAC throughout the school year and submit agendas and meeting notes to OSAH.

Quality Assurance

- 7. Participate in ongoing continuing education in the field of school-based health care offered through OSAH.
 - a. Send 4 contract representatives to attend the Head to Toe Conference or another OSAH approved training.
 - b. Provide OSAH with proof of conference/training attendance.
- 8. Conduct comprehensive program evaluation and reporting.
 - a. Ensure data collection requirements are completed and submitted by the 5th of each month.
 - b. Comply with all OSAH Standards and Benchmarks (See Attachment 2).
 - c. Administer a minimum of 25 surveys at each site to the general student population in order to assess knowledge and satisfaction with SBHC activities and services.
 - d. Submit written updates to Gadsden Independent School District on a quarterly basis outlining key performance outcomes and plans for addressing concerns and barriers to service delivery.
 - e. Submit a comprehensive Final Report to OSAH by June 30, 2010.
- 9. Notify OSAH in writing if the Gadsden Independent School District SBHC receives additional funding from other grant or funding sources.
- 10. Notify OSAH in writing if, at any time during this agreement period, health providers become unavailable or if health providers change.
- 11. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population.
- 12. Work with the County and/or Tribal Community Health Improvement Council to ensure coordination of its work with the council's health improvement plan and activities.
- 13. Identify the DOH/Health Systems Bureau/OSAH in any published documents, media presentations, training programs, training materials, brochures, and any other materials and programs which are developed under this Scope of Work or through the budget of this agreement.
- 14. Submit any materials developed for public or media distribution to include but not limited to advertising or media campaigns, pamphlets, brochures, training materials, etc., or public service announcements to the Program Manager and the DOH Communications Director a minimum of two weeks prior to finalization and distribution.

GENERAL PROVISIONS

- 15. No health care provider, who has a significant pending action with their respective licensing board, shall be used to complete activities associated with this agreement.
- 16. Performance will be monitored and evaluated by periodic on site work reviews, review of quarterly data reports, and scheduled consultations with Gadsden Independent School District.

Deliverables Budget

Operational Plan	200.00
Coordination	25,250.00
Service (10 months @ \$2,500 per month)	25,000.00
Provider agreements	250.00
Primary Care	40,000.00
Service (10 months @ \$4,000 per month)	
Behavioral Health Care	40,000.00
Service (10 months @ \$4,000 per month)	
Medical Supplies	1,150.00
Health Promotion	3,100.00
Presentations, Classroom (8 @ \$50)	400.00
Presentations, Behavioral Health (8 @ \$50)	400.00
Events, Community (2 @ \$900)	1,800.00
Press Releases (2 @ \$50)	100.00
Assessment and Action Plan	200.00
Program Implementation	200.00
SHAC	900.00
Meetings (4 @ \$150)	600.00
Trainings (2 @ \$150)	300.00
Continuing Education (4 @ \$1,000)	4,000.00
Evaluation	400.00
Quarterly Reports to School District (3 @ \$50)	150.00
Final Report	250.00
TOTAL	\$ 115,000.00

The DOH/Public Health Division/Health Systems Bureau will pay the Entity based upon deliverables completed and, after receipt and approval of monthly invoices and deliverables.

The Entity agrees to submit invoices for services provided within thirty (30) 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 may make adjustments or changes not to exceed the total amount payable under the agreement with written prior approval of DOH/PHD. The maximum amount to be paid to the Entity for this FY10 budget shall not exceed a total of **\$115,000**.

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

B. Services will be performed Gadsden High School and Chaparral 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 2010 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 are:

Goal: Improving Individual Health

Individual Objective 2: Reduce Teen Pregnancy.

Strategies:

- Support comprehensive teen pregnancy prevention strategies and programs, based on youth development principles, such as out-of-school time programs that include opportunities for family involvement, mentoring, exercise, self-esteem building, service-learning, and employment.
- Increase youth input and involvement in the design, implementation and evaluation of age-appropriate comprehensive sex education and male involvement strategies.
- Target evidence-based, culturally relevant, gender-appropriate, age-appropriate and developmentally appropriate programs to high-risk populations, including youth with disabilities. Focus these efforts on the populations and communities with the highest teen pregnancy rates.
- Improve collaboration between state agencies, school boards, superintendents and community partners to expand funding for, and the implementation of comprehensive sex education, family planning services, service learning programs, male involvement programs and adult-youth communication programs to reduce teen pregnancy.
- Ensure that services provided to teens are confidential, including services performed at schools.
- Work with school boards and parent teacher organizations to develop support for family planning services at school-based health centers.
- Work to increase the number of family planning visits available through local public health offices, DOH Family Planning Program clinics, and school-based health centers.

Performance Measures:

- Unduplicated number of teens ages 15 to 17 receiving family planning services in agency-funded family planning clinics. (GPAC,AGA)
- National ranking of New Mexico teen birth rate per 1,000 females ages 15 to 17. (GPAC, AGA)

Individual Objective 4: Reduce Suicide Among all Population Group, Especially Youth.

Strategies:

- Acknowledge suicide as a preventable public health concern by implementing policy reform which supports adult and youth suicide awareness, prevention, intervention, and post-vention.
- Explore increasing the number of evidence- and practice-based suicide prevention programs implemented in schools, universities, worksites, correctional facilities and communities.

- Support positive youth development activities and programs, including after school programs that provide opportunities for mentoring, exercise, self-esteem building, service learning, and employment.
- Explore the use of mobile phone technology and social networking tools to expand peer counseling for teens.
- Explore the cost of increasing the number of counselors and peer counselors in schools.
- Explore development of an age and culturally appropriate system for mental health assessment and intervention programs in the Northwest part of the state. Continue to improve access to behavioral health services and supports through school-based health centers.
- Expand and promote the New Mexico Crisis Line Network and increase the availability of crisis line operators.
- Explore funding for statewide media campaigns to advertise the New Mexico Crisis Line Network.
- Increase the number of outreach and behavioral health educational presentations to teens.
- Investigate the possibility of providing behavioral health services using telehealth in school-based health centers and juvenile justice facilities.
- Explore funding opportunities to increase screening of teens at schools, public health clinics and private providers to identify at-risk youth.

Performance Measures:

- Number of calls to the agency-funded crisis line. (GPAC, AGA)

Goal: Improving the Health System

System Objective 2: Expand Healthcare for School-Age Children and Youth Through School-Based Health Services.

Strategies:

- Maintain the number of students who have access to and use school-based health centers (SBHC).
- Ensure quality of services provided in SBHCs by partnering with the University of New Mexico – Envision NM to implement second phase of quality improvement focusing on obesity prevention, community development, SBHC infrastructure development, integration of behavioral health and primary care and crisis response and planning.
- Continue to integrate behavioral health and suicide prevention services in SBHCs in order to enhance the capabilities of participating SBHCs to address behavioral health problems including suicide crisis response.
- Continue to partner with the Human Services Department to provide needed technical support to SBHCs in order to increase the number of SBHCs enrolled and successfully participating in the SBHC Medicaid Program.
- Consider incentives for medical staff to work in school-based health centers.
- Support population-based counseling and cessation programs such as telephone quit lines.

Performance Measures:

- Number of operating school-based health centers.(GPAC, AGA)
- Number of youth served at school-based health centers. (GPAC, AGA)
- Number of visits to school-based health centers.(GPAC, AGA)
- Number of students receiving behavioral health services in school-based health centers. (AGA)

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 \$115,000. 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 services satisfactorily performed based upon deliverables completed, such compensation not to exceed \$115,000 (as set forth in Paragraph A) including gross receipts tax. Payment is subject to availability of funds pursuant to the Appropriations Paragraph 7 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. 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 July 1, 2009 or upon approval of both parties, whichever is later and shall terminate on **June 30, 2010** 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

Entity: Gadsden Independent School District

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

By: _____

Date: _____

Date: _____

By: _____
Office of General Counsel
for legal sufficiency

By: _____

Date: _____

Date: _____

New Mexico Department of Health

**Entity: Gadsden Independent School
District**

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Alfredo Vigil, M.D., Secretary
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