

A MEMORANDUM OF UNDERSTANDING
Between
THE UNIVERSITY OF NEW MEXICO, ACTION PAC: ADOLESCENTS COMMITTED TO IMPROVEMENT OF NUTRITION & PHYSICAL ACTIVITY PROGRAM
and
GADSDEN INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between **The University of New Mexico, ACTION PAC: Adolescents Committed to Improvement of Nutrition & Physical Activity Program** (hereinafter referred to as “UNM”) and the **Gadsden Independent School District** (hereinafter referred to as “GISD”).

I. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between UNM and GISD in selected UNM programs.

Program Goal: Specifically, our goals are to 1) prevent the development of overweight and obesity among high school students with BMI <85th percentile, 2) reduce BMI in high school students with BMI ≥ 85th percentile, 3) reduce insulin resistance in high school students with BMI ≥85th percentile, and 4) obtain participants’ feedback on their experience with school-based BMI screening and weight management to guide future dissemination efforts.

Representations

Alberta Kong, MD, MPH will serve as the single point of contact, representing UNM. As a non-district provider, UNM will adhere to the school districts human resource policies and procedures as well as to UNM policies and procedures.

Alberta Kong, MD, MPH will handle all dissolution of partnerships and/or services throughout the term of this MOU.

Judith Bauer-Creegan, RN, MSN, Director of Nursing and Health Services, will serve as the single point of contact representing GISD.

All UNM employees will submit for fingerprint and background checks in accordance with GISD policies and procedures.

Specific Outcomes: Main outcome anticipated include lower incidence of overweight/obesity among students with BMI < 85th percentile and greater reduction in BMI and insulin resistance among students with BMI ≥ 85th percentile through the use of ACTION PAC: Adolescents Committed to Improvement of Nutrition & Physical Activity program delivered through the school-based health centers. Secondary outcomes include improvement of nutrition (e.g., decreased consumption of sugar-sweetened beverages, decreased fat intake, and increased consumption of fruits, vegetables and whole grains) and physical activity (e.g., greater time in moderate and/or vigorous physical activity). Benefits to 240 GISD students from two GISD schools (120 students per school) include: learning strategies to improve nutrition and physical

activity, early diagnosis of co-morbid conditions related to obesity (e.g. hypertension, dyslipidemia, pre-diabetes, diabetes), and having accessible professional medical support to prevent metabolic syndrome, cardiovascular disease and type 2 diabetes. Participating 9th and 10th grade students will have their BMI (and other health related measures) monitored annually for 2 years (i.e., 9th grade students followed through 11th grade and 10th grade students followed through 12th grade). Students (and their parents) will receive results with advice on how to improve their results.

Alignment with GISD Board Goals

The GISD Board Goals that are supported by the services provided by UNM in this agreement include: Academic Achievement, Financial Stewardship, Family and Community Involvement, and School Environment.

The services provided by UNM as part of this MOU support the following GISD Board of Education Goals:

GISD Board Goal one: Academic Achievement

GISD will implement an academic plan aimed at improving achievement for all students with an intensified focus on closing the achievement gap.

UNM's work supports GISD Board Goal one by preventing obesity and its related consequences (e.g., type 2 diabetes) through assisting students to change behavior towards healthful eating and physical activity. Prevention of obesity and related conditions are important because overweight and obesity in children have been shown to be associated with lower school performance, while children with diabetes have documented higher absences rates and more learning capacity deficits. UNM's work will also support requirements in the School District Wellness Policy which is essential to students' academic success.

GISD Board Goal two: Financial Stewardship

GISD will maintain a transparent, sound, and responsible financial plan that focuses resources to the classroom and advances student achievement, supports family/community involvement, and promotes school safety.

UNM's work supports GISD Board Goal two by conserving cost and time to the students and families as well as reducing the burden on busy teachers by providing on-site free health services and health education related to nutrition and physical activity through the schools. The project supports family involvement by sending their children's screening results (e.g., BMI, blood pressure) home annually so that parents can participate in monitoring their children's progress. Evidence-based written information is also sent home to the parents so that they can learn how to support their children in achieving or maintaining a healthy weight.

GISD Board Goal Three: Family and Community Involvement

GISD will meaningfully engage families and enhance partnerships with the community to maximize student achievement.

UNM's work supports GISD Board Goal three by engaging parents in the project through communication (written and dialogue through the telephone when possible) about the student and parent hand-outs with specific strategies to promote a healthier home environment. The project enhances community involvement through collaboration with multidisciplinary faculty (e.g., nutrition, exercise science, psychology, medicine) at UNM involved in the project.

GISD Board Goal Four: School Environment

GISD will provide a safe and supportive climate for learning and working that maximizes student achievement.

UNM's work supports GISD Board Goal four by providing educational health information and medical services in a safe, confidential, and supportive health center located on school grounds which minimizes time that would be required to go off-site to a clinic visit. The time saved in travel also maximizes student achievement.

Services

UNM offers the following services that are covered under this agreement.

The Intervention schools will receive the following services:

1. Height, weight, body mass index, waist circumference, tricep skinfold, and blood pressure measurements annually for all students enrolled in the project. Clinically relevant results will be discussed with all students and sent home to the parents of the students in the project.
2. Blood laboratory analysis including insulin, glucose, hemoglobin A1c, and lipids will be drawn in overweight/obese adolescents in the project annually. Results will be discussed with the students and sent home to the parents annually.
3. Dietary intake will be assessed annually in all the students in the project.
4. Physical activity will be assessed annually in all the students in the project.
5. Motivational Interviewing sessions for all students in the project to actively engage adolescent discussion specific to eating and physical activity behavior and to promote motivation will be provided.
6. Ongoing supportive resources will be provided to the student and parents.

The comparison schools will receive the following services:

1. Height, weight, body mass index, waist circumference, tricep skinfold, and blood pressure measurements annually for all students included in the project. Clinically relevant results with American Academy of Pediatrics obesity prevention recommendations will be sent home to the parents of the students in the project.
2. Blood laboratory samples will be drawn annually in the overweight and obese adolescents. The results will be sent home to all the parents of the overweight and obese students with recommendations to follow up in the school based health center or their primary care provider.
3. Dietary intake will be assessed annually in all the students in the project.

4. Physical activity will be assessed annually in all the students in the project.

Data Collection:

Demographics including age, sex/gender, socioeconomic status, education, race/ethnicity, family history of type 2 diabetes, chronic medical conditions, and current medications will be collected. Anthropometrics including height, weight, waist circumference, BMI, triceps skinfold, and blood pressure will be collected. Biomarkers will be collected, including serum insulin, glucose, hemoglobin A1c, and lipids in the overweight/obese adolescents. Diet and physical activity with accelerometers will also be collected. Audio-recordings of Motivational Interviewing sessions will be conducted. Process evaluation data will be collected continuously during the project to assess quality of implementation and intervention fidelity. Post-intervention interviews with adolescent participants and parents will be conducted to inform future dissemination efforts.

Students will be scheduled for appointments in the school-based health clinic for their measurements. Data will be collected by UNM staff annually for each student for two years (i.e., 9th through 11th grade or 10th through 12th grade).

A final report of findings in the form of a published manuscript will be shared with GISD after completion of the project.

II. SCOPE OF AGREEMENT

UNM ACTION PAC agrees to:

1. Provide all services in this MOU at no cost to GISD.
2. Ensure all UNM employees have passed the GISD fingerprint and background checks prior to providing any services to GISD students.
3. Name of Program/Service is ACTION PAC: Adolescents Committed to Improvement of Nutrition & Physical Activity.

Program Model

A multidisciplinary licensed and certified team including pediatric physicians, a family nurse practitioner, a pediatric psychologist, a nutritional epidemiologist, an exercise scientist, and a biostatistician will be involved in the project conducted by UNM. UNM staff will provide the following services:

- Anthropometric assessments
- Blood pressure assessments
- Blood laboratory assessments for overweight and obese adolescents
- Dietary intake assessments
- Physical activity assessments
- Motivational interviewing for intervention schools with ongoing strategies and support for the students and parents
- Obesity prevention recommendations
- Letter of clinically relevant results to parents

Schools Served: Gadsden High School and Chaparral High School

GISD Agrees to:

1. Obtain permission from school administrators for UNM program and services in each designated GISD school site.
2. Facilitate campus access, as appropriate, for UNM staff.

III. TERM AND EFFECTIVE DATE

This MOU will be effective until June 1, 2018 beginning from the date it is signed by both parties.

IV. TERMINATION.

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. At the conclusion, this agreement may be extended or renewed by written agreement of the parties.

V. LIABILITY

Each party shall be solely responsible for fiscal and other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOU. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed waiver, indemnity or to otherwise create or effect liabilities between the parties.

VI. NEW MEXICO TORT CLAIMS ACT

By entering into this MOU, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. No provision in this MOU modifies or waives any provision of the New Mexico Tort Claims Act.

VII. THIRD PARTY BENEFICIARIES

By entering into this MOU, the parties do not intend to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the MOU to maintain a suit for wrongful death, bodily injury to persons, damage to property, or any other claim whatsoever pursuant to the provision of this MOU. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

VIII. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable by any court of law, the remainder shall remain in effect unless terminated as provided herein.

IX. AMENDMENTS

This agreement shall not be amended except by an instrument in writing executed by the signatories below. However, notice of changes in persons holding positions, changes in addresses and similar changes of a ministerial nature do not constitute amendments which require approval. This agreement and any amendments hereto shall be governed by applicable laws of the State of New Mexico.

In witness hereof, the following authorized representatives of the parties have signed their names on the dates indicated below, thereby executing this agreement.

The University of New Mexico

Approved by:
Signature authority for UNM ACTION PAC
Alberta Kong, MD, MPH, Associate Professor,
Adolescent Medicine, UNM Department of Pediatrics

Date: _____

Gadsden Independent School District

Approved by:
Efren Yturralde, Superintendent
Gadsden Independent School District

Date: _____