

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:

SBHC Health Care Operations

1. Develop and submit an operational plan for the school-based health center (SBHC) for the current contract year by September 30, 2008.
 - 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 training will be conducted.
 - d. If pharmacy services are provided, outline how, when and by whom inspections will be performed.
 - e. If Clinical Laboratory Improvement Amendments (CLIA) waived testing will be provided outline how, when and by whom they will be monitored.
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, 2008.
 - 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, 2008.
3. Provide primary health care services to SBHC clients at Gadsden High School and Chaparral High School.
 - a. Provide a minimum of 16 hours of quality primary health care services per week at Gadsden High School and a minimum of 8 hours of quality primary health care services per week at Chaparral High School.

- 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 16 hours of quality behavioral health care services per week at Gadsden High School and a minimum of 8 hours of quality behavioral health care services per week Chaparral High School.
 - 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.
5. Conduct a telehealth initiative for Gadsden Independent School District.
- a. Develop a work plan addressing how Gadsden Independent School District will use the telehealth equipment within the SBHC.
 - b. Designate at least two staff members to participate in the telehealth training.
 - c. Document the types of services offered through the telehealth initiative (Consultation, screening, psychiatric services, etc.).
 - d. Document both the total number of patient encounters and the hours of telehealth service on a monthly basis and submit to OSAH.
 - e. Document the total hours used in training for staff and submit results to OSAH.

SBHC Health Promotion

6. 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 by November 30, 2008.
 - c. Conduct a minimum of four (4) classroom presentations at each high school (total 8) on general health topics, at least one of which must address Dental Hygiene, by May 30, 2009.
 - d. Conduct a minimum of four (4) presentations at each high school (total 8) on behavioral health awareness and anti-stigma by May 30, 2009.
 - e. Participate in a minimum of two (2) school or community health promotion projects (one at each school) by May 30, 2009.
 - f. Write at least two (2) press releases, media advisories, or opinion editorial/articles concerning SBHC activities and/or services, identifying the New Mexico Department of Health and contractor.
 - g. Ensure that any curriculum used for health promotion/risk reduction programs are approved by OSAH prior to implementation.

SBHC Advisory and Evaluation

7. Develop and maintain of a School Health Advisory Committee (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, 2008.

- 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 three (3) meetings of the SHAC at each high school throughout the school year and submit agendas and meeting notes to OSAH.

Quality Assurance

8. Participate in a quality assurance (QA) initiative coordinated by OSAH.
 - a. Attend a QA orientation and/or workshops provided by OSAH or Envision New Mexico by November 30, 2008.
 - b. Participate in a minimum of five (5) additional trainings by May 30, 2009.
 - c. Complete QA monitoring, reporting and data collection requirements established by Envision NM and OSAH and demonstrate improvement in selected QA initiative by collecting required data and submitting progress reports by November 30, 2008 for baseline, by February 28, 2009 for mid-term and by May 30, 2009 for final report.
9. Participate in the OSAH-sponsored regional fall training.
 - a. Send two (2) agreement representatives (site coordinators) to attend the regional fall training.
10. Participate in ongoing continuing education in the field of school-based health care offered through OSAH.
 - a. Send four (4) agreement representatives to attend the Head To Toe conference or other OSAH-approved training.
 - b. Provide OSAH with proof of conference attendance.
11. 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 to the general student population at each school 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, 2009.
12. Notify OSAH in writing if the Gadsden Independent School District SBHC receives additional funding from other grant or funding sources.
13. Notify OSAH in writing if, at any time during this agreement period, health providers become unavailable or if health providers change.
14. Ensure diversity of programs and structure. Ensure that programs offered meet the federal cultural and linguistic access standards to better serve the target population.
15. 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.
16. Identify the Department/Health Systems Bureau/OSAH in any published documents, media presentations, training programs, training materials, brochures, and any other materials and

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programs which are developed under this Scope of Work or through the budget of this contract.

17. 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 Department of Health Communications Director a minimum of two weeks prior to finalization and distribution.

GENERAL PROVISIONS

18. 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.
19. Performance will be monitored and evaluated by periodic on site work reviews, review of quarterly data reports, and scheduled consultations with OSAH.

Operational Plan		200.00
Coordination		25,200.00
Service (10 months @ \$2,500 per month)	25,000.00	
Provider agreements	200.00	
Primary Care		45,000.00
Service (10 months @ \$4,500 per month)		
Behavioral Health Care		45,000.00
Service (10 months @ \$4,500 per month)		
Medical Supplies		5,400.00
Tele-Health Program		1,700.00
Training (2 staff @ \$600)	1,200.00	
Work Plan	300.00	
Evaluation	200.00	
Health Promotion		3,300.00
Presentations, Classroom (8 @ \$50)	400.00	
Presentations, Behavioral Health (8 @ \$50)	400.00	
Events, Community (2 @ \$1,000)	2,000.00	
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	
Quality Assurance Initiative		2,300.00
Orientation Training	500.00	
Trainings (5 @ \$300)	1,500.00	
Final Report	300.00	

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Regional Training (2 @ \$800)		1,600.00
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		\$ 135,000.00

The Department/Public Health Division/Health Systems Bureau will pay 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 contract with written prior approval of NMDOH/PHD. The maximum amount to be paid to the Entity for this FY09 budget shall not exceed a total of **\$135,000.00**.

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 and Chaparral High Schools.

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 are:

Pursuant to the FY09 Department of Health Strategic Plan
Program Area 1: Administration

Objective 1: Expand Healthcare Access in Rural and Underserved Areas through Telehealth Services.

Strategies:

- Maintain inventory of current telehealth services, sites and resources.
- Expand behavioral health telehealth projects.
- Increase Screening Brief Intervention Referral and Treatment (SBIRT) telehealth services.
- Expand the FY06-07 telehealth program plan for kids at risk for suicide, depression, developmental disabilities and diabetes due to obesity (Envision, REACH, BHST/HRSA, and Value Options) to pilot programs at telehealth sites: SBHCs, public health offices, rural primary care centers and Indian Health sites.

Performance Measures:

- Number of established telehealth sites (including video) throughout the state for training, consultation among physicians, or patient services. (GPAC)
- Number of telehealth sites throughout the state used for patient services. (GPAC, AGA)

Performance Measures:

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

Task 7: Expand Healthcare for School-Age Children and Youth Through School-Based Health Services.

Strategies:

- Increase the number of students who have access to and use school-based health centers (SBHCs).
- Improve the quality of services provided in SBHCs using the School Based Health Quality Improvement Initiative via Envision New Mexico.
- 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.
- Improve the SBHC infrastructure in order to increase the number of centers that can participate in the SBHC Medicaid Program.
- Implement the SBHC Obesity Prevention, Treatment and Community Outreach program. This program will increase the comfort level of providers to target those who are obese or are at risk of becoming obese.
- Implement the Teen Lifestyle Change Program which allows teens to explore feelings, knowledge and lifestyle behaviors that impact overall health.

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 \$135,000. 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 \$135,000 (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. (See Attachment 3) Venue shall be proper only in a New Mexico court

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