

**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 support school-based health center (SBHC) core service provisions, including, but not limited to, integrated primary and behavioral health care, health promotion and education for school-aged children, school and community partnership development and positive youth engagement.

**Article II: Scope of Work**

- A. The Entity shall perform the following work in accordance with the Office of School and Adolescent Health's (OSAH) Standards and Benchmarks (Attachment 2):

**Integrated Primary and Behavioral Health Care**

1. Coordinate the services and activities of the SBHC 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, 2010.
  - 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 direct behavioral health care services and submit copy of agreement to OSAH by September 30, 2010.
2. Develop and submit an operational plan for the school-based health center (SBHC) for the current contract year by September 30, 2010.
  - 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 be 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 applications. Ensure SBHC Clerk or other appropriate staff is properly trained in PE/MOSAA.

- d. If pharmacy services are provided, outline how, when by whom pharmacy operations will be monitored.
  - 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.
  - f. Outline productivity expectations for Fiscal Year 2011 developed jointly by SBHC providers and coordinator. Productivity expectations should be based on assessment of SBHC site data and, including but not limited to, baseline measure of school population penetration for previous year, top health priorities and needs, and clinical efficiencies identified by the team for quality improvement.
  - g. Outline funding resources used to support clinical operations including a projection of Medicaid reimbursement and other resources (if applicable) for the current school year.
3. Provide primary health care services to SBHC clients at Gadsden High School and Chaparral High School.
- 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 OSAH-accepted health care provider types.)
  - b. Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) or a Yearly Wellness Exam as appropriate.
  - c. Provide, at a minimum, immunizations consistent with requirements for school entry.
  - d. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
  - e. Promote integrated health and behavioral health care by establishing a wrap up schedule and conduct wrap up sessions as outlined in the Standards and Benchmarks.
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 #9.1 for a list of OSAH-accepted behavioral health care providers.)
  - b. Adhere to student consent and confidentiality guidelines as determined by federal and state laws and professional licensing boards.
  - c. Promote integrated health and behavioral health care by establishing a wrap up schedule and conduct wrap up sessions as outlined in the Standards and Benchmarks.

**SBHC Health Promotion**

5. Provide health promotion and risk reduction programs for students at Gadsden High School and Chaparral High School.
- a. Conduct a brief needs assessment with students, school and/or community to identify and prioritize one (1) health promotion or risk reduction topic.
  - b. Utilizing health data and needs assessment results, develop an action plan to address the priority health promotion or risk reduction topic. Submit to OSAH by September 30, 2010.
  - c. Partner with school, community and students to develop and implement at least one (1) campus-wide universal prevention activity to address environmental and individual risk and resiliency factors affecting the identified priority health topic.

- d. Partner with community resources to conduct a minimum of two (2) health promotion activities (per site) by June 30, 2011.
- e. Ensure that any curriculum used for health promotion/risk reduction programs are approved by OSAH prior to implementation.
- f. Submit two written reports of health promotion and risk reduction activities conducted (per site) for each school semester. Submit first report by December 31, 2010 and the second by June 30, 2011.

### **Community Partnership and Youth Engagement**

6. Develop and maintain a School Health Advisory Committee (SHAC) at Gadsden High School and Chaparral High School specifically to address and support SBHC operations and activities.
  - a. Conduct training for the SHAC participants detailing SHAC responsibilities, advisory capacity and scope of involvement with the SBHC by October 31, 2010.
  - 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 youth.
  - c. Conduct a minimum of four meetings, two per semester (1 per site per semester), of the SHAC throughout the school year and submit agendas and meeting notes to OSAH.
  - d. Submit a "SBHC Success Story" using the template provided by OSAH twice yearly (per site). Stories will be due November 15, 2010 and March 31, 2011.
  - e. Complete annual student satisfaction survey coordinated and organized by OSAH.
  - f. Develop and implement a mechanism to obtain regular youth feedback and input about SBHC operations and services. Report findings and changes made as a result of input by June 30, 2011.

### **Continuous Quality Improvement**

7. Participate in ongoing continuous quality improvement opportunities in the field of school-based health care.
  - a. Participate in quality improvement activities as recommended or directed by OSAH in response to quality assurance findings.
  - b. Develop a quality improvement plan and submit to OSAH by September 30, 2010. Submit two updates (per site) describing improvements and accomplishments. Reports due December 15, 2010 and April 30, 2011 to OSAH.
  - c. Send 4 contract representative(s) to attend the Head to Toe Conference or another pre-approved training.
  - d. Provide OSAH with proof of conference/training attendance.

### **Evaluation**

8. Participate in comprehensive program evaluation and reporting.
  - a. Ensure data collection requirements are completed and submitted by the 5<sup>th</sup> of each month.
  - b. Submit written updates to Gadsden Independent School District. A minimum of two reports (per site) will be submitted during the school year outlining key performance outcomes and plans for addressing concerns and barriers to service delivery. Send copies of reports and plans to OSAH.

**GENERAL PROVISIONS**

9. Notify OSAH in writing if Gadsden High School and Chaparral High School 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.
15. No health care provider who has a significant pending action with his/her 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**

<b>Coordination</b>	<b>16,400.00</b>
Service (10 months @ \$1500 per month)	15,000.00
Provider agreements	200.00
Operational Plan	200.00
Medical Supplies	1000.00
<b>Primary Care</b>	<b>40,000.00</b>
Service (10 months @ \$4000 per month)	
<b>Behavioral Health Care</b>	<b>40,000.00</b>
Service (10 months @ \$4000 per month)	
<b>Health Promotion</b>	<b>2000.00</b>
Assessment and Action Plan	200.00
Health Promotion Activities	500.00
Health Promotion Projects	500.00
Written reports (4 @ \$200)	800.00

<b>Community Partnership and Youth Engagement</b>	<b>2000.00</b>
Training	200.00
Meetings (4 @ \$150)	600.00
Success Stories (4 @ \$150)	600.00
Student Satisfaction Survey and Report	300.00
Youth Engagement Report	300.00
<b>Continuous Quality Improvement</b>	<b>2000.00</b>
Quality Improvement Plan	200.00
Quality Improvement Implementation	200.00
Quality Improvement Updates (4 @ \$100)	400.00
Continuing education (4 @ \$300)	1200.00
<b>Evaluation</b>	<b>2600.00</b>
Data Collection and Reporting (10 @ \$200)	2000.00
School Updates (4 @ \$150)	600.00
<b>TOTAL</b>	<b>\$ 105,000.00</b>

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 **\$105,000**.

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 at 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 2011 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)

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$105,000. 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 deliverables completed, such compensation not to exceed **\$105,000** (as set forth in Paragraph A) including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **\$105,000** shall be paid by the DOH to the Entity. Payment is subject to availability of funds as appropriated by the Legislature to the DOH 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

03-25-2010 MOA

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. The 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.

5. **PROPERTY**

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

6. **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, privacy and security 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, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) 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 Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DOH shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement

7. **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 Office of 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.





Memorandum of Agreement # 0000000000000000000011790  
Gadsden Independent School District

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is July 1, 2010 or upon approval of both parties, whichever is later.

**New Mexico Department of Health**

**Entity: Gadsden Independent School District**

By: \_\_\_\_\_  
NM Department of Health, Secretary

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Office of General Counsel  
for legal sufficiency

By: \_\_\_\_\_

Date: \_\_\_\_\_

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