

AGREEMENT TO PROVIDE SCHOOL BASED HEALTH CENTER SERVICES
BETWEEN _____SCHOOL-BASED HEALTH CENTER CONTRACTOR

and

_____MANAGED CARE ORGANIZATION (MCO)

March 6, 2001

AGREEMENT TO PROVIDE SCHOOL-BASED HEALTH CENTER SERVICES
AT _____ SCHOOL

THIS AGREEMENT is made and entered into on the _____ day of _____ between _____ (MCO) and the _____ (Contractor).

WITNESSETH

WHEREAS, as part of its community service, _____ (Contractor) operates a School-Based Health Center Program ('SBHC') providing primary medical care, behavioral health care and health promotion services to students at _____ (School).

WHEREAS, _____ (Contractor) desires to participate in the Salud! program, consistent with the New Mexico State School-Based Health Center Standards.

WHEREAS, _____ (School) is willing to provide the physical site and necessary custodial and maintenance services to support the SBHC program, with _____ (Contractor).

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement _____ and _____ agree as follows:

ARTICLE I
OBLIGATIONS

- 1.1 **Program Services.** _____ (Contractor), either itself or through its subcontractors shall provide medical and behavioral health services limited to Exhibit ____ to Enrollees (as defined in this Agreement) at _____ (SBHC(s)) in accordance with the terms of this Agreement and the Salud! program. The services provided as part of the Salud! program shall include, but not be limited to, primary care services, behavioral health services, health promotion and risk reduction services. _____ (Contractor) shall use its reasonable best efforts to assure that the SBHC is operated and administered in substantial compliance with all applicable Federal, State and local laws.
- 1.2 **Enrollee.** An Enrollee shall be any person who is currently a Salud! member and enrolled in School or family dependent thereof. Each enrollee must have a properly executed Consent Form/Application ("Parental Consent and Member Consent") on record at the SBHC(s).
- 1.3 **Family Dependent.** Shall mean a dependent child of an enrolled member who is entitled to Salud! benefits.
- 1.4 **Hours of Operation.** The SBHC shall provide services during normal hours of operation (insert definition of normal hours of operation for each SBHC).

- 1.5 **Emergency Care.** _____(SBHC) providing services pursuant to this Agreement shall respond to emergency care situations by stabilizing the situation until an emergency medical technician is on-site. Emergency care provided in this Agreement shall be limited to the extent of services available on-site. Critical emergencies determined by the on-site nurse or clinician are to be referred by the school to Emergency Medical Services (911).
- 1.6 **Quality Initiatives.** _____(Contractor) agrees to cooperate with all of _____(MCO) Quality Assurance requirements and activities. The Contractor and the MCO shall work together to develop and maintain continuous quality improvement activities in the SBHC(s).
- 1.7 **Staff.** _____(Contractor) shall provide competent, qualified medical and behavioral health providers to administer, coordinate, and provide health and health-related services pursuant to the SBHC program. During the Term of this Agreement, _____(Contractor) shall utilize providers, who are appropriately licensed to practice in the State of New Mexico and are members of the MCO staff or otherwise credentialed by the MCO.
- 1.8 **Credentialing of SBHC Staff.** _____(Contractor) will require its Licensed Individual Health Care Providers to adhere to the following requirements in connection with their professional credentials: 1) Licensed Individual Health Care Providers shall be duly licensed to practice in the State of New Mexico, within the scope of their license, and maintain themselves in good professional standing at all times; 2) _____(Contractor) agrees that either it will carry or it will require its SBHC Licensed Individual Health Care Providers to carry comprehensive general liability insurance in reasonable and customary amounts and either (i) to qualify as a health care provider entitled to the protection of applicable Federal or State malpractice law(s) or (ii) to carry professional liability insurance in reasonable and customary amounts. Certificates of coverage and proof of qualifications shall be available for inspection by the MCO; 3) _____(Contractor) agrees that to the extent required by the Social Security Act and regulations there under, all persons or organizations with whom it arranges to provide services hereunder shall be certified to provide basic and supplemental health services under Title XVIII, Title XIX and Title XXI of the Social Security Act, known as the Medicare and Medicaid program respectively; and 4) otherwise satisfy the current credentialing standards of the _____(MCO).
- 1.9 **Program Expenses.** _____(Contractor) shall be solely responsible for all costs associated with the operation of the SBHC program, including, but not limited to, costs of personnel, telephone, when not provided by the school, supplies and materials utilized in the SBHC program.
- 1.10 **Confidentiality and Informed Consent.** _____(Contractor) shall assure that all services rendered to Enrollees shall be confidential in nature and any records generated as a result of any services being rendered to Enrollees shall be

confidential and not disclosed without prior written authorization, except as otherwise required by State and Federal law. Confidential services shall be provided in compliance with all requirements related to confidentiality and informed consent for minors, including those at NMSA 1978, Sections 24-1-9, Sexually Transmitted Diseases; 24-1-13, Pregnancy; 24-8-5, Contraception; 24-10-2, Emergency Care of Minor; and 32A-6-14, Mental Health Counseling of Minor. Notwithstanding this provision, _____(Contractor) shall provide the MCO such data and statistical information as required under Section 2.2 and 2.4 of this Agreement.

- 1.11 Communication Protocol.** _____(Contractor) shall refer Enrollees to off site medical facilities in accordance with the policies and procedures contained in the Communication Protocols and Care Coordination and Case Management Protocols.
- 1.12 Space.** _____(School) shall provide adequate space, which is in compliance with the Americans with Disabilities Act, for the operation of the SBHC.
- 1.13 Support Services.** _____(School) shall provide building support services, including, but not limited to, janitorial services and routine maintenance for the SBHC during days of operation, all without charge to the MCO.
- 1.14 Utilities.** _____(School) shall provide heating, water and electricity to the SBHC at no charge to the MCO.
- 1.15 Access to SBHC program.** _____(SBHC) shall allow the Enrollees to have reasonable access to the SBHC for routine and acute medical and behavioral health care visits.

ARTICLE II
BILLING, DATA COLLECTION AND SUBMISSION OF DATA

- 2.1 Billing for Clinical Services.** _____(Contractor) shall have the right to bill _____(MCO) and to collect payment for services, as reflected in Exhibit A, provided through the SBHC. Notwithstanding the above, Enrollees shall not be denied the opportunity to enroll in the SBHC or be denied health services based on the enrollee's ability to pay for health services rendered.
- 2.2 Timely Submission of Claims/Encounter Data.** _____(Contractor) understands that _____(MCO) has certain contractual reporting obligations which require timely submission of claims and/or encounter data. Therefore, _____(Contractor) shall submit claims or encounter data to _____(MCO), or its designee, within 60 days of the date of services. Claims shall be submitted in a HCFA 1500 format, using ICD-9 Codes and any Medicaid-assigned codes, as reflected in Exhibit A. Encounter data should be in the same format and include

the same data as a standard claim, and should be submitted within 90 days of the date of services.

2.3 Payment of Claims. When _____(Contractor) is compensated hereunder on a claims made basis, _____(MCO) shall pay such claims as follows, unless requirements more favorable to _____(Contractor) are imposed by federal law:

1. A claim submitted electronically shall be paid within 30 days from the date of _____(MCO)'s receipt of a Clean Claim.
2. A claim submitted manually shall be paid within 45 days from the date of _____(MCO)'s receipt of a Clean Claim.
3. _____(MCO) shall pay interest on its liability at the rate of one and one-half percent a month on any Clean Claim not paid within the time periods specified above.
4. If _____(MCO) is unable to determine liability for or does not pay a claim within the time periods specified above, _____(MCO) shall make a good-faith effort to notify _____(Contractor) by fax, electronic or other written communication, within 30 days of receipt of the claim if submitted electronically or 45 days of receipt of the claim if submitted manually, of all specific reasons why it is not liable for the claim or that specific information is required to determine liability for the claim.

For purposes of this section, a "Clean Claim" means a manually or electronically submitted claim that:

- (a) contains substantially all the required data elements necessary for accurate adjudication without the need for additional information from outside of _____(MCO)'s system; and
- (b) is not materially deficient or improper, including lacking substantiating documentation currently required by _____(MCO); or
- (c) has no particular or unusual circumstances requiring special treatment that prevent payment from being made by _____(MCO) within the applicable period of time specified in the Section.

2.4 Reporting Requirements. _____(Contractor) shall use its reasonable best efforts to provide to the MCO the following information on a quarterly basis:

2.4.1 Number of students served and the types of services;

2.4.2 Number of students referred to other health services and the type of services;

- 2.4.3 Any other information deemed appropriate, which does not violate the confidentiality of the Enrollee.

ARTICLE III
MEDICAL RECORDS AND CONFIDENTIALITY

- 3.1 **Medical Records.** _____(Contractor) shall require its Licensed Individual Health Care Providers to maintain adequate medical records for MCO enrollees and comply with the standards and procedures for maintaining medical records, as found in Exhibit _____. The medical records, subject to all applicable privacy and confidentiality requirements, shall be kept in a locked, fireproof file. The medical records shall be made available to any Licensed Individual Health Care Provider treating the Enrollee and shall be made available to any committee of the SBHC or MCO, upon request, to determine that content and quality are acceptable, as well as for peer review or grievance review.
- 3.2 **SBHC Records.** _____(MCO) shall have access at reasonable times upon demand and after reasonable notice to the books, records, and papers of SBHC and SBHC Licensed Individual Health Care Providers relating to the health care services provided to Enrollees, and to payments received by Contractor or SBHC Licensed Individual Health Care Providers from Enrollees or from others on their behalf.
- 3.3 **Copy of Patient Records.** SBHC Licensed Individual Health Care Providers shall copy, upon request from Enrollees, all the Enrollee's records and charts to a successor professional corporation, medical group, or Licensed Individual Health Care Provider(s) designated by the Enrollees.

ARTICLE IV
MUTUAL AGREEMENTS

- 4.1 **Cooperation.** _____(MCO) and _____(Contractor) agree to maintain effective liaison and close cooperation with each other to the end of providing maximum benefits to each Enrollee at the most reasonable cost consistent with applicable standards of medical care.
- 4.2 **Education and Outreach.** _____(MCO) and _____(Contractor) will collaborate on any educational and outreach activities associated with this Agreement.
- 4.3 **Marketing Materials.** _____(Contractor) and the MCO shall work together on any marketing materials associated with this Agreement where the MCO's name will be used. Such marketing materials, which must be written in English and Spanish, must be reviewed and approved by the State of New Mexico Human Services Department Medical Assistance Division, according to MAD Managed Care Policy Section 8.305.

- 4.4 Data.** _____(MCO) and _____(Contractor) agree to freely and fully exchange data and cooperate in the continuing effort to refine the policies, systems, and procedures, which address the availability, continuity, and quality to care to _____(MCO) Enrollees.
- 4.5 Organizational Operations.** _____(MCO) and _____(Contractor) respectively acknowledge that each has full and complete authority and responsibility with respect to administering its organizational operations.
- 4.6 Grievances initiated by an Enrollee and Individual Licensed Health Care Provider.** _____(MCO) and _____(Contractor) agree to cooperate in good faith in any grievance procedure initiated by an Enrollee or Licensed Individual Health Care Provider and follow the MCO and Salud! Grievance Procedures.
- 4.7 Provider Manual.** _____(MCO) will establish and maintain a Provider Manual to describe accurately the administrative and operational policies of the MCO.
- 4.8 Grievances between the MCO and Contractor.** Controversies or claims between _____ (MCO) and _____(Contractor) (other than matters related to medical malpractice or substantiated breach with this Agreement) arising out of or relating to the interpretation or application of this Agreement must be resolved by direct negotiations between the MCO and Contractor within six months of the date of the originating party identified the matter in dispute in writing to the other party. Should said negotiations result in failure to reach agreement within the stated six month period, parties to this Agreement shall submit said controversies or claims to Arbitration for settlement in accordance with the rules of the National Health Lawyers Association Alternative Dispute Resolution Program, and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction.
- 4.9 Administrative, Financial and Accounting Records.** _____(MCO) and _____(Contractor) shall maintain such administrative records and such financial and accounting records as shall be necessary, appropriate, and convenient for the proper administration of this Agreement, and for compliance with any applicable state or federal rules and regulations governing managed care organizations. Such records shall be retained for at least six years, notwithstanding any termination of this Agreement, whether by rescission or otherwise.

ARTICLE V
GENERAL PROVISIONS

(MCO to add language here.)

ARTICLE VI
TERM AND TERMINATION

6.1.1 Term. This Agreement shall commence as of _____, 2001, and shall expire on June _____, 2003. This agreement will automatically terminate in the event the MCO no longer participates in Medicaid Managed Care.

6.1.2 Right of Renewal. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides the other Party with a written notice of non-renewal at least thirty (30) days prior to the commencement of a renewal term.

6.1.3 Termination. Notwithstanding any other provision to the contrary, this Agreement may be terminated, with or without cause, by giving thirty (30) days' advance written notice of termination to the other party.

School Based Health Center Scope of Services		
(Services described in MAD policy; scope to be reviewed annually and updated as necessary)		
CPT Code	Service Type	Service Description
99201	New Patient	Office or other outpatient visit (problem focused)
99202	New Patient	Office or other outpatient visit (expanded problem focused)
99203	New Patient	Office or other outpatient visit (detailed)
99204	New Patient	Office or other outpatient visit (comprehensive, moderate)
99205	New Patient	Office or other outpatient visit (comprehensive, high)
99211	Established Patient	Office or other outpatient visit (minimal)
99212	Established Patient	Office or other outpatient visit (problem focused)
99213	Established Patient	Office or other outpatient visit (expanded)
99214	Established Patient	Office or other outpatient visit (detailed)
99215	Established Patient	Office or other outpatient visit (comprehensive, high)
99354	Prolonged Services	Prolonged physician service; face-to-face pt.contact; beyond usual services
Behavioral Health Services		
90801	Psychiatric diagnostic or evaluative	Psychiatric diagnostic interview examination
90804	Office or other outpatient facility	Individual psychotherapy, 20-30 minutes
90805	Office or other outpatient facility	Individual psychotherapy, 20-30 mins. with med. eval.& management
90806	Office or other outpatient facility	Individual psychotherapy, 45-50 minutes
90807	Office or other outpatient facility	Individual psychotherapy, 45-50 mins. with med. eval.& management
90808	Office or other outpatient facility	Individual psychotherapy, 75-80 mins.
90847	Other Psychotherapy	Family psychotherapy
90853	Other Psychotherapy	Group psychotherapy
90862	Other Psychiatric Services	Pharmacologic Management
T1016	Behavioral Health Enhanced	Behavioral health enhanced (UNM-Albq.HS & Washington MS only)
Preventive Medicine Services (EPSDT)		
99381	New Patient	Initial comprehensive preventive medicine (age under 1 year)
99382	New Patient	Early childhood (age 1 through 4 years)
99383	New Patient	Late childhood (5 through 11 years)
99384	New Patient	Adolescent (12 through 17 years)
99385	New Patient	18 -39 years
99391	Established Patient	Periodic comprehensive preventive medicine (age under 1 year)
99392	Established Patient	Early childhood (age 1 through 4 years)
99393	Established Patient	Late childhood (age 5 through 11 years)
99394	Established Patient	Adolescent (age 12 through 17 years)
99395	Established Patient	18 - 39 years

School Based Health Center Scope of Services		
(Services described in MAD policy; scope to be reviewed annually and updated as necessary)		
Counseling and/or Risk Factor Reduction Intervention		
99401	New or Established Patient	Preventive medicine counseling to an individual, approx. 15 min.
99402	New or Established Patient	Preventive medicine counseling to an individual, approx. 30 min.
99403	New or Established Patient	Preventive medicine counseling to an individual, approx. 45 min.
99404	New or Established Patient	Preventive medicine counseling to an individual, approx. 60 min.
99411	New or Established Patient	Preventive medicine, group counseling, approx. 30 min.
99412	New or Established Patient	Preventive medicine, group counseling, approx. 60 min.
Procedures and Laboratory		
10060	Integument. System/Surgery	I & D of abscess (simple)
11730	Integument. System/Surgery	Avulsion of nail plate (simple)
12001	Integument. System/Surgery	Simple repair of superficial wounds
17110	Integument. System/Surgery	Destruction of flat warts
36415	CV System/Surgery	Routine Venipuncture
54050	Male Genital Sys./Surgery	Destruction of lesion(s), penis
56501	Female Genital Sys./Surgery	Destruction of lesion(s), vulva
69200	Auditory System/Surgery	Removal foreign body from external auditory canal
69210	Auditory Syssem/Surgery	Removal impacted cerumen (one or both ears)
92567	Spec. Otorhinolaryn. Services	Tympanometer (impedance testing)
94640	Pulmonary	Nonpressurized inhalation treatment for acute airway obstruction
82948	Pathology & Lab/Chemistry	Glucose, blood, reagent strip
82962	Pathology & Lab/Chemistry	Glucose, blood by glucose monitoring device
84703	Path. & Lab/Hem & Coag.	hCG preg.test (urine)-qualitative
81025	Path. & Lab./Urinalysis.	Urine preg.test - by visual color
85013	Path. & Lab./Hem & Coag.	Spun microhematocrit
85018	Path. & Lab./Hem & Coag.	Hemoglobin
87210	Microbiol./Path. & Lab	Wet mount (e.g., saline) for infectious agents
87430	Microbiol./Path. & Lab	Streptococcus, group A
81000	Chem/Path. & Lab	Urinalysis by dipstick or tablet reagent
81001	Chem/Path. & Lab	Urinalysis, automated - with microscopy
81002	Chem/Path. & Lab	Urinalysis, non-automated - without microscopy
81003	Chem/Path. & Lab	Urinalysis, automated - without microscopy.
81015	Chem/Path. & Lab	Urinalysis, microscopic only
82270	Chem/Path. & Lab	Blood, occult, guaiac, qualitative, feces
87220	Path. & Lab/Microbiology	Tissue examination by KOH slide

School Based Health Center Scope of Services		
(Services described in MAD policy; scope to be reviewed annually and updated as necessary)		
		Immunizations
90471	Immunization Administration	Immunization administration; one vaccine
90472	Immunization Administration	Immunization administration; each additional vaccine
90702	Vaccines, Toxoids	Diphtheria, tetanus toxoids
90700	Vaccines, Toxoids	Diphtheria, tetanus toxoids, and acellular pertussis vaccine (DTaP)
90701	Vaccines, Toxoids	Diphtheria, tetanus toxoids, and whole cell pertussis vaccine (DTP)
90633	Vaccines, Toxoids	Hep A
90645	Vaccines, Toxoids	Hemophilus influenza b vaccine (HIB), HbOC conjugate
90646	Vaccines, Toxoids	Hemophilus influenza b vaccine (HIB) PRP-D conjugate
90647	Vaccines, Toxoids	Hemophilus influenza b vaccine (HIB) PRP-OMP conjugate
90648	Vaccines, Toxoids	Hemophilus influenza b vaccine (HIB) PRP-T conjugate
90744	Vaccines, Toxoids	Hepatitis B vaccine, pediatric/adolescent dosage
90748	Vaccines, Toxoids	Hepatitis B and Hemophilus influenza b vaccine (HepB/Hib) Combination
90657	Vaccines, Toxoids	Influenza virus vaccine, split virus, 6-35 months dosage
90658	Vaccines, Toxoids	Influenza virus vaccine, split virus, 3 yrs and above dosage
90659	Vaccines, Toxoids	Influenza virus vaccine, whole virus
90707	Vaccines, Toxoids	Measles, mumps, rubella vaccine (MMR)
90716	Vaccines, Toxoids	Varicella virus vaccine
90733	Vaccines, Toxoids	Meningococcal polysaccharide vaccine
90669	Vaccines, Toxoids	Pneumococcal conjugate vaccine, polyvalent, children under 5 yrs.
90732	Vaccines, Toxoids	Pneumococcal polysaccharide vaccine 23-valent
90712	Vaccines, Toxoids	Poliovirus vaccine (OPV)
90713	Vaccines, Toxoids	Poliovirus virus (IPV)
90718	Vaccines, Toxoids	Tetanus and diphtheria toxoids (Td)