



Agenda Item Number: 7-18-13.6F

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission Meeting:

July 18, 2013

Division / Elected Office:

Community Services

Staff Contact:

Peggy Folk Cote, Director, Community Services

Title of Item:

Community Health/Oral Health Program Memorandum of Agreement

Action Requested:

Motion to Approve Memorandum of Agreement No. 16373 between Sandoval County and the NM Department of Health for the Provision of Preventive Dental Services for Indigent Pregnant Women and Children for Fiscal Year 2013-2014 / \$67,700

Summary:

This MOA funds the Oral Health Prevention Program at the Health Commons. This program provides preventive dental services (exams, cleanings, sealants, and x-rays) two days per week, case management, community and individual oral health education. The clinic is staffed, in part, through a contract with UNM School of Hygiene. The contract provides a dentist one day per month and a dental hygienist two days per week. We also have a county staff member who is both a Community Health Worker and a licensed Dental Assistant.

Attachments:

MOA No. 16373

FISCAL IMPACT

This is included in the 2013-14 budget.



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STAFF ANALYSIS SUMMARY

County Manager:

Recommend Board of County Commission approval. 06/26/2013

**Initiating Elected Official/
Division Director:**

Peggy Folk Cote, Director of Community Services

Legal:

Approved as to form. PFT 6/18/2013

Finance:

Funding already budgeted-CCH 6/18/13

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Sandoval County

This Agreement entered into between New Mexico Department of Health (DOH) and Sandoval County, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide preventive oral health services to pregnant women and their children.

SCOPE OF WORK

The Entity shall perform the following work:

A. The Entity shall perform the following work:

1. Provide oral health prevention program for indigent pregnant women and children who are clients of the Sandoval County Health Commons.
2. Provide oral health education to each patient. Oral health education includes but is not limited to: discussing the cause of dental disease, promoting and teaching oral hygiene practices, the role of nutritional food and dental disease, drinking of fluoridated water, seeing a dental provider every six months, tobacco cessation, and addressing issues affecting pregnant women and their pre-born and children and other related chronic disease conditions, e.g. obesity.
3. Provide dental case management services. ENTITY is to ensure that the patients served through this agreement receive oral health education, have a dental examination, receive basic dental treatment services, patients keep dental appointments, and a dental treatment plan is completed. The services are to be coordinated and conducted by a dental case manager.
4. Provide basic diagnostic and preventive services at the ENTITY's medical facility as described below:
 - a. Periodic oral evaluation;
 - b. Limited oral evaluation;
 - c. Comprehensive oral evaluation;
 - d. Intraoral-complete series (including bitewings);
 - e. Intraoral x-ray periapical 1st film;
 - f. Intraoral x-ray periapical – each additional film;
 - g. Intraoral x-ray occlusal film;
 - h. Bitewing x-rays single film;
 - i. Bitewing x-rays, two films
 - j. Bitewing x-rays, four films;
 - k. Panoramic film;

- l. Prophylaxis-child;
 - m. Topical fluoride or fluoride varnish without prophylaxis-child;
 - n. Dental Sealant-permanent molars;
 - o. Periodontal scaling and root planning/per quad;
5. Ensure an appropriate quality assurance program to be monitored in consultation with the Public Health Division (PHD), Office of Oral Health (OOH).
 6. Maintain an automated dental data reporting system which meets the minimum reporting requirements and frequency proscribed by PHD.
 7. Provide oral health education to People with Developmental Disabilities (PDD) clients and their families/caregivers served at the Sandoval County Health Commons.
 8. Support access to dental services for PDD clients.
 9. Implement a caries management by risk assessment program.
 10. Participate in the OOH efforts to improve oral health access and workforce development, including collaboration with organizations such as the University of New Mexico Health Sciences, Division of Dental Services; and Division of Dental Hygiene, Advanced Education in General Practice Dental Residency Program and other Departments, the Los Lunas Community Program, Carrie Tingley Hospital, Albuquerque Public Schools, Bernalillo County, Federally Qualified Health Centers, New Mexico Dental Association, New Mexico Dental Hygiene Association, Primary Care Association, New Mexico Health Resources, Inc., the Association of Community Colleges, the Health Policy Commission, the Commission on Higher Education, the DOH Divisions and Bureaus (New Mexico Special Needs Dental Clinic) and the HSD Medical Assistance Division; and the Indian Health Service
 11. Attend at least one oral health advocacy meeting.
 12. Attend one provider meeting at the request of OOH.
 13. Identify the New Mexico DOH, PHD, OOH as a funding source for the services provided on this Agreement in a conspicuous location in the patient waiting area, grant applications and appropriate printed material.
 14. Provide program data to the OOH in the development and conduct of the New Mexico Oral Health Surveillance System Report.
 15. Submit a Narrative Report which will identify any program success and areas that need to be improved upon on the third month of service and by June 30, 2014..
 16. Submit to OOH the following forms by the 15th day of the following month the services are performed: Invoice Form, Encounter Form, Children's Screening Form, and Children's Treatment Form. On a quarterly basis submit the Narrative Form. All final report forms are due by the June 30, 2014.

17. Ensure diversity of programs and structure that meet federal cultural and linguistic access standards to better serve the target population.
18. Promote oral health within the service area and attend at least one New Mexico Oral Health Advisory Committee meetings.
19. Secure prior written approval from DOH for any subcontracts under this Memorandum of Agreement.
20. Submit an invoice on a monthly basis for reimbursement of activities as described in the proposal submitted by Sandoval County Health Programs budget plan and accepted by DOH.
21. ENTITY agrees to accept the reimbursement rates listed above as payment in full for those services and will not bill the Patient for any remainder of any charges for services provided pursuant to this Agreement.
22. ENTITY agrees to submit invoices for services provided within 30 (thirty) days of the close of the month in which services were delivered. In addition, notwithstanding Article 4, the Provider agrees to submit the final invoice for services provided in June 2014 within the first week of July 2014.

B. Performance Measures.

Provider shall substantially perform the follow Performance Measure:

1. Population Measure:
 - a. Increase access to preventive and dental care services.
2. Program Performance Measure:
 - a. Increase the number of Medicaid enrolled children who received an application of a preventive agent (sealants/fluoride varnish).
 - b. Increase the percentage of adults 18 years of age or older that have visited a dentist or dental clinic within the last twelve months.

C. Services will be performed Sandoval County Health Common.

Deliverables:

Deliverables	
100 Hrs. of Dentist @ \$106.31	\$ 10,631
700 Hrs. of Dental Hygienist @ \$50.81	\$ 35,567
700 Hrs. of Dental Assistant @ \$19.50	\$14,710
Training	\$ 792
Dental Supplies	\$ 6,000
Grand Total	\$67,700

23. Submit invoices to:
Office of Oral Health
Attention: Rudy Blea
1190 St. Francis Drive, Suite N 1055
P. O. Box 26110
Santa Fe, New Mexico 87502-6110
Phone: 505.827.0502
FAX: 505.827.0021

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 \$67,700. 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, such compensation not to exceed \$67,700 (as set forth in Paragraph A) including gross receipts tax. 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 2, 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. 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 CONTRACTOR 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 CONTRACTOR may reasonably be expected to have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR 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 CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 of this CONTRACT.

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.

8. **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.

9. **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. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. 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 insufficient appropriation by the Legislature to the DOH. 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.

10. **APPLICABLE LAW**

