

**HUMAN SERVICES DEPARTMENT**  
**STATE OF NEW MEXICO**  
**GOVERNMENTAL SERVICES AGREEMENT**

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD", and the State of New Mexico, **Department of Health**, hereinafter referred to as the "DOH".

The purpose of this Agreement is to establish a federal match budget for DOH initiatives for a population-based survey of the Maternal Child Health population for FY20 through FY24.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

The DOH shall perform all services for the Maternal Child Health program as detailed in Exhibit A, Scope of Work, attached to this GSA and incorporated herein by reference.

**2. Compensation.**

A. The total amount payable to the DOH under this GSA, including expenses, shall not exceed one million two hundred fifty thousand dollars (\$1,250,000). This amount is a maximum and not a guarantee that the work assigned to DOH under this GSA to be performed shall equal the amount stated herein.

B. HSD shall pay to the DOH in full payment for services satisfactorily performed pursuant to Exhibit A, attached hereto and incorporated herein by reference, the following compensation:

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY20.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY21.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY22.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY23.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY24.

Payment in FY20, FY21, FY22, FY23, and FY24 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the HSD. **All invoices MUST BE received by HSD no later than ten (10) days after the termination of the Fiscal Year in**

**which the services were delivered. Invoices received by HSD after such dates WILL NOT BE PAID.**

C. DOH must submit a detailed statement accounting for all services performed and expenses incurred. If HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the DOH that payment is requested, it shall provide the DOH a letter of exception explaining the defect or objection to the services, and outlining steps the DOH may take to provide remedial action. Upon certification by HSD that the services have been received and accepted, payment shall be tendered to the DOH 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, HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

This GSA shall be effective **July 1, 2019**, and shall terminate on **June 30, 2024**, unless amended, extended, or terminated pursuant to the terms of this GSA.

**4. Termination.**

A. Termination. This GSA 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 GSA, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the DOH's receipt of the notice of termination, if HSD is the terminating party, or the DOH's sending of the notice of termination, if the DOH 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 GSA. The DOH shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the DOH if the DOH becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this GSA, the DOH 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 DOH'S DEFAULT/BREACH OF THIS GSA.*

B. Termination Management. Immediately upon receipt by either HSD or the DOH of notice of termination of this Agreement, the DOH shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of HSD; 2) comply with all directives issued by HSD in the notice of termination as to the performance of work under this GSA; and 3) take such action as HSD shall direct for the protection, preservation, retention or transfer of all property titled to HSD and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by the DOH with contract funds shall become property of HSD upon termination and shall be submitted to HSD as soon as practical.

**5. Appropriations.**

The terms of this GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this GSA. If sufficient appropriations and authorization are not made by the Legislature, this GSA shall terminate immediately upon written notice being given by HSD to the DOH. HSD's decision as to whether sufficient appropriations are available shall be accepted by the DOH and shall be final. If HSD proposes an amendment to the Agreement to unilaterally reduce funding, the DOH shall have the option to terminate the GSA or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Assignment.**

The DOH shall not assign or transfer any interest in this GSA or assign any claims for money due or to become due under this Agreement without the prior written approval of HSD.

**7. Subcontracting.**

The DOH shall not subcontract any portion of the services to be performed under this GSA without the prior written approval of HSD.

**8. Release.**

Final payment of the amounts due under this GSA shall operate as a release of HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this GSA.

**9. Confidentiality.**

Any confidential information provided to or developed by the DOH in the performance of this GSA shall be kept confidential and shall not be made available to any individual or organization by the DOH without the prior written approval of HSD.

**10. Conflict of Interest; Governmental Conduct Act.**

The DOH warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the GSA. The DOH certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**11. Amendment.**

A. This GSA shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the HSD proposes an amendment to the GSA to unilaterally reduce funding due to budget or other considerations, the *[other state agency acronym]* shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the GSA, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

**12. Records and Audit**

A. The DOH shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the GSA's term and effect and retain them for a minimum period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent audit in accordance with 2 CFR 200 at the DOH's expense, as applicable. The DOH shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The DOH shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the GSA in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be provided to the HSD and any other authorized entity as required by law within 15 days of receipt of the final audit report. The DOH may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this GSA at DOH's expense if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the DOH shall notify the HSD when the audit is available for review and provide online access to the HSD, or the DOH shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter, or as otherwise determined by the HSD in writing, the DOH shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this GSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a report of financial expenditures by category for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of personnel records and a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, §200.500, where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200,

specifically subpart F, §200.500, where appropriate.

**13. Invalid Term or Condition.**

If any term or condition of this GSA shall be held invalid or unenforceable, the remainder of this GSA shall not be affected and shall be valid and enforceable.

**14. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this GSA shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this GSA shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**15. Notices.**

Any notice required to be given to either party by this GSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To HSD: Vanessa Skrehot, Program Manager  
 Medical Assistance Division  
 Human Services Department  
 PO Box 2348  
 Santa Fe, NM 87504-2348

To DOH: Eirian Coronado, MCH Epidemiology Program Manager  
 Family Health Bureau  
 Department of Health  
 2040 So. Pacheco St.  
 Santa Fe, NM 87504

**16. Authority.**

If DOH is other than a natural person, the individual(s) signing this GSA on behalf of DOH represents and warrants that he or she has the power and authority to bind DOH, and that no further action, resolution, or approval from DOH is necessary to enter into a binding contract.

**17. Miscellaneous**

A. This GSA is an internal government GSA and is not intended to confer any right upon any private person.

B. Neither party will be responsible for liability incurred as a result of the other party's acts or omissions in conjunction with this GSA. Any liability incurred in connection with this GSA is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

**18. Entire GSA**

This GSA incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written GSA. No prior agreements or understandings of the parties or their agents, verbal, or otherwise, are valid or enforceable unless embodied in this GSA.

IN WITNESS WHEREOF, the parties execute this GSA as set forth below:  
STATE OF NEW MEXICO:

By: *Frank Medrano Dep. Sec.* Date: 5/31/19  
HSD Cabinet Secretary

By: *[Signature]* Date: 5/29/19  
HSD Chief Financial Officer

**Approved as to form and legal sufficiency:**

By: *[Signature]* Date: 5/29/19  
HSD General Counsel

**Governing DOH Official:**

Title: *A. Achreaga*  
Signature: *[Signature] dep sec.* Date: 5-13-19

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

**Approved as to Form and Legal Sufficiency:**

By: *[Signature]* Date: 5/19/19  
General Counsel

## Exhibit A

### Scope of Work

**HSD shall:**

Reimburse cost for the implementation and management of a population-based survey of the Maternal Child Health population.

**The DOH Shall:**

1. Gather Medical Payer specific data from Medicaid eligible women and their infants, to enable tracking of program progress, performance, and effectiveness of existing initiatives and expansions in prenatal care, family planning, and prenatal case management that are funded or supported by Medicaid, including services provided through Medicaid Managed Care organizations.
2. The survey gathers Medical Care Payer-specific (Medicaid, HIS, HMO/Private, Self-pay) information. Data is then analyzed and compiled in a biennial report that focuses on findings and recommendations for the Medicaid population. This report is distributed to key administrators who have responsibilities related to this population, including Medicaid Managed Care organizations.
3. Analyze the data and compile it in a yearly report that focuses on findings and recommendations for the Medicaid population. Make data available by electronic query at NMDOH – NM Indicator Based Information System (NM-IBIS).
4. Distribute aggregate data to key administrators who have responsibilities related to this population including Medicaid Managed Care Organizations.
5. Provide epidemiological support and aggregate data for the national Collaborative Improvement and Innovation Networks (CoIINs) goal of reducing infant mortality rates and its precursors in New Mexico. .

The subject matter for infant mortality involves risk reduction in:

- a) Safe Infant Sleep Education – Sudden Unexpected Infant Death (SUID) prevention.
  - b) Perinatal Regionalization (% very low birthweight deliveries in approximate-level facility)
  - c) Increase prenatal care entry in the first trimester by 10% among US-Mexico border county residents.
  - d) Prenatal and Infant Immunization coverage.
6. Collaborate with Medicaid in the NM Perinatal Collaborative and Behavioral Health on perinatal regionalization, long-acting reversible contraception (LARC), unintended



pregnancy and neonatal abstinence syndrome (NAS). Support data linkages to inform programs and interventions.

The perinatal collaborative and related networks require Inter-agency collaboration between NMDOH and HSD. Participation brings high visibility to NM efforts to improve birth outcomes and prevent infant mortality.

7. Sustain a follow-up study of toddlers whose mothers are initially interviewed in the Pregnancy Risk Assessment Monitoring System (PRAMS) study.

This statewide toddler survey will provide ongoing information regarding childhood immunization, access to and utilization of healthcare for 0-2 year olds and their mothers, developmental screening, breastfeeding duration, home visiting, child care, Adverse Childhood Events (ACE) and maternal conditions such as postpartum depression and chronic disease prevention and treatment.

8. Provide a virtual interactive web-based data display and repository for early child health data.
9. Bill HSD on a quarterly basis, using Share General Ledger reports which specifically separate federal charges from NM state general fund charges, for the state portion of the costs for the incurred to conduct survey operations; including personal, supplies, and operating costs. Payment will be for maternal and child health data collection, management, analysis and preparation of reports for needs assessment, evaluating program effectiveness and monitoring progress of selected MCH Program initiatives.

**HUMAN SERVICES DEPARTMENT**  
**STATE OF NEW MEXICO**  
**GOVERNMENTAL SERVICES AGREEMENT**

AMENDMENT No. 1

THIS AMENDMENT No. 1 to GSA 20-630-8000-0005 (The Agreement) is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD", and the State of New Mexico, **Department of Health**, hereinafter referred to as the "DOH."

The purpose of this agreement is to establish a federal match budget for the DOH initiatives for a population-based survey of the Maternal Child Health (MCH) population for FY20 through FY24.

**UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISIONS OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:**

Section 1, Scope of Work, Exhibit A, is amended and reads as follows:

**1. Scope of Work.**

The DOH shall perform all services for the Maternal Child Health program as detailed in Exhibit A, Amended Scope of Work, attached to this GSA and incorporated herein by reference.

Section 2, Compensation, Paragraphs A and B, are amended and reads as follows:

**1. Compensation.**

A. The total amount payable to the DOH under this GSA, including expenses, shall not exceed one million four hundred fifty thousand dollars (\$1,450,000). This amount is a maximum and not a guarantee that the work assigned to DOH under this GSA to be performed shall equal the amount stated herein.

B. HSD shall pay to the DOH in full payment for services satisfactorily performed pursuant to Exhibit A, attached hereto and incorporated herein by reference, the following compensation:

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY20.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$300,000) in FY21.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$300,000) in FY22.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$300,000) in FY23.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$300,000) in FY24.

Payment in FY20, FY21, FY22, FY23, and FY24 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the HSD. **All invoices MUST BE received by HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received by HSD after such dates WILL NOT BE PAID.**

Exhibit A, Scope of Work, is amended in its entirety, attached hereto and referenced herein

**IN WITNESS WHEREOF**, the parties execute this GSA as set forth below:

**STATE OF NEW MEXICO**

DocuSigned by:  
By: David R. Scrase, M.D. Date: 9/27/2020  
9DBE7D7D1B53422...  
HSD Cabinet Secretary

DocuSigned by:  
By: Danny Sandoval Date: 7/16/2020  
B66DFEE7DE10413...  
HSD Chief Financial Officer

**Approved as to form and legal sufficiency:**

DocuSigned by:  
By: [Signature] Date: 7/17/2020  
5709D277B0FC4AA...  
HSD General Counsel

**Governing DOH Official:**

Title: Roy G. McDonald Digitally signed by Roy G. McDonald  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: 2020.07.15 17:34:38 -06'00'

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

**Approved as to Form and Legal Sufficiency:**

By: Joey B. Wright Digitally signed by Joey B. Wright Date: 2020.07.09 17:06:21 -06'00' Date: \_\_\_\_\_  
General Counsel

## Exhibit A

### Scope of Work

#### **HSD shall:**

Reimburse cost for the implementation and management of a population-based survey of the Maternal Child Health population and development and implementation of the New Mexico Pregnancy Risk Assessment and Monitoring System (PRAMS) and the longitudinal follow-up study Help Us Grow Strong Survey (HUGS).

#### **The DOH Shall:**

1. Gather Medical Payer specific data from Medicaid eligible women and their infants, to enable tracking of program progress, performance, and effectiveness of existing initiatives and expansions in prenatal care, family planning, and prenatal case management that are funded or supported by Medicaid, including services provided through Medicaid Managed Care organizations.
2. The survey gathers Medical Care Payer-specific (Medicaid, IHS, HMO/Private, Self-pay) information. Data is then analyzed and compiled in a biennial report that focuses on findings and recommendations for the Medicaid population. This report is distributed to key administrators who have responsibilities related to this population, including Medicaid Managed Care organizations.
3. Analyze the data and compile it in a yearly report that focuses on findings and recommendations for the Medicaid population. Make data available by electronic query at NMDOH – NM Indicator Based Information System (NM-IBIS).
4. Distribute aggregate data to key administrators who have responsibilities related to this population including Medicaid Managed Care Organizations.
5. Provide epidemiological support for the national Collaborative Improvement and Innovation Networks (CoIINs) goal of reducing infant or maternal mortality rates and precursors in New Mexico.

The subject matter for infant mortality involves risk reduction in:

- a) Safe Infant Sleep Education and Evaluation – Sudden Unexpected Infant Death (SUID) prevention.
- b) Perinatal Regionalization (% of very low birthweight deliveries in appropriate neonatal level of care facility with a NICU)
- c) Curriculum development for Community health workers and *promotores de salud* to increase prenatal care entry in the first trimester among US-Mexico border county residents.
- d) Prenatal and Infant Immunization coverage tracking and improvement with HSD on

CDC Community of Practice.

- e) Exploration of feasibility of PRAMS oversample for Black/African-American women in NM.
6. Collaborate with Medicaid in the NM Perinatal Collaborative in the formation of protocols and quality improvement with birthing hospitals to identify and treat maternal and infant dyads exposed to opioids and methamphetamine during pregnancy or at delivery. Coordinate with UNM and NMDOH birth defects surveillance staff to implement a patient safety bundle on Opioid Use Disorder and to improve measures of neonatal abstinence syndrome (NAS). Support data linkages to inform programs and interventions.

The perinatal collaborative and related networks require Inter-agency collaboration between NMDOH, UNM and HSD. Participation brings high visibility to NM efforts to improve birth outcomes and prevent maternal and infant mortality.

7. Implement the population-based survey entitled Pregnancy Risk Assessment and Monitoring System (PRAMS) which will strengthen and complement existing data from Bureau of Vital Records and Health Statistics (VRHS)/Medicaid regarding health status, health risk behaviors and health care access/utilization of childbearing women and their infants. PRAMS will enable the tracking of program progress, performance and effectiveness of existing initiatives and expansions in prenatal care, family planning and perinatal case management that are funded or supported by Medicaid. Payment will be for PRAMS data collection, management, analysis and preparation of reports for needs assessment, evaluating program effectiveness and monitoring progress of selected MCH Program initiatives.
8. Sustain a follow-up study of toddlers whose mothers are initially interviewed in the pregnancy Risk Assessment Monitoring System (PRAMS) study.

This statewide toddler survey, Helping Us Grow Survey (HUGS), will provide ongoing information regarding childhood immunization, access to and utilization of healthcare for 0-2 year-olds and their mother. It also measures the prevalence of developmental screening, breastfeeding duration, home visiting participation, childcare, Adverse Childhood Experiences (ACEs) and maternal conditions such as postpartum depression and chronic disease prevention and treatment.

9. Develop a virtual interactive web-based data display and repository for early child health data.
10. Bill HSD on a quarterly basis, using Share General Ledger reports which specifically separate federal charges from NM state general fund charges, for the state portion of the costs for the incurred to conduct survey operations; including personal, supplies, and operating costs. Payment will be for maternal and child health data collection, management, analysis and preparation of reports for needs assessment, evaluating program effectiveness and monitoring progress of selected MCH Program initiatives.

**HUMAN SERVICES DEPARTMENT  
GOVERNMENTAL SERVICES AGREEMENT  
STATE OF NEW MEXICO**

**AMENDMENT NO. 2**

**THIS Amendment No. 2** to GOVERNMENTAL SERVICES AGREEMENT (GSA) 20-630-000-0005 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as “HSD”, and the State of New Mexico **Department of Health (DOH)**, hereinafter referred to as the “Contractor”.

The purpose of this Amendment is to revise the Scope of Work sections for the Contractor and HSD, amend Notices Section, and add Section 19, Dispute Resolution.

**UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISIONS OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:**

Section 1, Scope of Work, Exhibit A, is amended and reads as follows:

**1. Scope of Work.**

The DOH shall perform all services for the Maternal Child Health program as detailed in Exhibit A, Amended Scope of Work, attached to this GSA and incorporated herein by reference.

Section 15, Notices is amended to read as follows:

**15. Notices.**

Any notice required to be given to either party by this GSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To HSD: Christie Guinn, School Health Manager  
Medical Assistance Division  
Human Services Department  
PO Box 2348  
Santa Fe, NM 87504-2348

To DOH: Eirian Coronado, MCH Epidemiology Program Manager  
Family Health Bureau  
Department of Health  
2040 S. Pacheco St.  
Santa Fe, NM 87504

Section 19, Dispute Resolution is added to read as follows:

**19. Dispute Resolution**

- A. Disagreements among the parties over any aspect of this Agreement should initially be addressed through informal discussions among the parties. Such disputes are best resolved informally at the lowest possible organizational level.
- B. Any disputed issues remaining after reasonable, good-faith efforts at informal resolution may be addressed through one or more of the following channels:
  - 1. An agency-designated representative may submit a written request for action or reconsideration to the responsible Division Director, who will have thirty (30) days from the date of the request to issue a written decision. The decision of the Division Director may be appealed by written notice to that Director within thirty (30) days from the date of the decision. The appeal will be decided jointly by the Secretaries of the agencies involved in the disputed matter, or their designees, who will issue a joint, written decision within sixty (60) days from the date of the notice of appeal.
  - 2. The agencies engaged in the dispute may pursue mediation or dispute resolution with a neutral mediator selected jointly by the agencies involved, the costs to be shared equally by the agencies participating in the mediation or dispute resolution.

Exhibit A, Scope of Work, is replaced in its entirety, attached hereto and referenced herein.

**All other Sections of GSA 20-630-8000-0005, as amended, remain unchanged.**

**IN WITNESS WHEREOF**, the parties execute this GSA as set forth below:  
**STATE OF NEW MEXICO:**

DocuSigned by:  
*David R. Searse, M.D.*  
By: 9DBE7D7D1B53422 Date: 5/29/2021  
HSD Cabinet Secretary

DocuSigned by:  
*Danny Sandoval*  
By: B66DFEE7DE10413 Date: 5/26/2021  
HSD Chief Financial Officer

**Approved as to form and legal sufficiency:**

DocuSigned by:  
*[Signature]*  
By: 5709D277B0EC4AA Date: 5/27/2021  
HSD General Counsel

**Governing DOH Official:**

Title: \_\_\_\_\_  
Signature: Secretary, NMDOH DD67147A28FE47B Date: 5/26/2021  
*tracie collins*

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

**Approved as to Form and Legal Sufficiency:**

DocuSigned by:  
*Joey Wright*  
By: 7693383540894D9 Date: 5/26/2021  
General Counsel



**Exhibit A**  
**Amended Scope of Work**

**HSD shall:**

1. Reimburse cost for the implementation and management of a population-based survey of the Maternal Child Health population and development and implementation of the New Mexico Pregnancy Risk Assessment and Monitoring System (PRAMS) and the longitudinal follow-up study Help Us Grow Strong Survey (HUGS).
  - a. Process all allowable administrative claims submitted by the Contractor in accordance with federal and state Medicaid regulations, policies and guidelines, in the form and manner set forth by the HSD.
  - b. Reimburse allowable administrative claims only if the Contractor has certified in writing that sufficient funds are available to pay the non-federal share of the Medicaid administrative reimbursements paid to the Contractor for the preceding quarter.
  - c. Reimburse the Contractor when it is determined that the HSD is responsible for an error in processing that result in underpayment of an administrative claim. Such determinations will be made by the HSD or, when appropriate, through the dispute resolution process set forth in Section 19 above. Reimbursements may be made by direct payment to the Contractor, or by credit against monies owed to the HSD by the Contractor.
  - d. On an annual basis, invoice the Contractor an administrative fee for the Random Moment Sampling and Administrative Claiming costs as calculated by the HSD. The administrative fee amount for each state agency by Division will be based on their percentage of the total number of staff participating in the time study.

**The DOH Shall:**

1. Gather Medical Payer specific data from Medicaid-eligible women and their infants, to enable tracking of program progress, performance, and effectiveness of existing initiatives and expansions in prenatal care, family planning, and prenatal case management that are funded or supported by Medicaid, including services provided through Medicaid Managed Care organizations.
2. The health surveys gather Medical Care Payer-specific (Medicaid, HIS, HMO/Private, Self-pay) information. Data is then analyzed and aggregated for a biennial report that

focuses on findings and recommendations for the Medicaid population. This report is distributed to key administrators who have responsibilities related to this population, including Medicaid Managed Care organizations.

3. Analyze the data and compile it in a yearly data query that focuses on findings and recommendations for the Medicaid population. Make data available by electronic query at NMDOH – NM Indicator Based Information System (NM-IBIS).
4. Distribute aggregate data to key administrators who have responsibilities related to this population including Medicaid Managed Care Organizations.
5. Provide epidemiological support and aggregate data for the goal of reducing infant mortality rates and its precursors in New Mexico.

The subject matter for infant mortality involves risk reduction in:

- a) Safe Infant Sleep Education – Sudden Unexpected Infant Death (SUID) prevention.
  - b) Perinatal Regionalization (% very low birthweight deliveries in appropriate neonatal level of care facility with a NICU)
  - c) Curriculum development for community health workers and *promotoras de salud* to increase prenatal care entry in the first trimester among Native American women and among US-Mexico border county residents.
  - d) Prenatal and Infant Immunization coverage tracking and improvement with HSD on CDC Community of Practice.
  - e) Exploration of feasibility of PRAMS oversample for Black/African-American women in NM.
6. Collaborate with Medicaid in the NM Perinatal Collaborative in the formation of protocols and quality improvement with birthing hospitals to identify and treat maternal and infant dyads exposed to opioids and methamphetamine during pregnancy or at delivery. Coordinate with UNM, community advocacy partners and NMDOH birth defects surveillance staff to implement a patient safety bundle on Opioid Use Disorder and to improve measures of neonatal abstinence syndrome (NAS). Support data linkages to inform programs and interventions. Conduct

The perinatal collaborative and related networks require Inter-agency collaboration between NMDOH, UNM and HSD. Participation brings high visibility to NM efforts to improve birth outcomes and prevent maternal infant mortality.

7. Collaborate with HSD and CYFD to support families with a plan of care established for infants who are found to be exposed to a substance (illicit and non-illicit) at delivery. Conduct family follow up surveys and develop evaluation tools and planning in the Family Health Bureau.

8. Implement the population-based survey entitled Pregnancy Risk Assessment and Monitoring System (PRAMS) which will strengthen and complement existing data from Bureau of Vital Records and Health Statistics (VRHS)/Medicaid regarding health status, health risk behaviors and health care access/utilization of childbearing women and their infants. PRAMS will enable the tracking of program progress, performance and effectiveness of existing initiatives and expansions in prenatal care, family planning and perinatal case management that are funded or supported by Medicaid. Payment will be for PRAMS data collection, management, analysis and preparation of reports for needs assessment, evaluating program effectiveness and monitoring progress of selected MCH Program initiatives.
9. Sustain a follow-up study of toddlers whose mothers are initially interviewed in the Pregnancy Risk Assessment Monitoring System (PRAMS) study.

This statewide toddler survey, Helping Us Grow Survey (HUGS), will provide ongoing information regarding childhood immunization, access to and utilization of healthcare for 2-3 year-olds and their mothers. It also measures the prevalence of developmental screening, breastfeeding duration, home visiting participation, childcare, Adverse Childhood Events (ACE) and maternal conditions such as postpartum depression and chronic disease prevention and treatment.

10. Develop a virtual interactive web-based data display and repository for early child health data.
11. Coordinate and collaborate with HSD and their contracted vendor to administer Random Moment Time Study and complete Administrative Claiming activities within HSD specified time frames.
12. Prepare and submit claims to the HSD for all allowable administrative costs within forty five (45) days after the end of the billing quarter, with the exception of the quarter ending June 30, for which claims must be received no later than ten (10) days after the end of that quarter, in accordance with federal and state Medicaid regulations, policies and guidelines, the CMS Approved *New Mexico Department of Health, Public Health Division Outreach and Maternal Child Health Programs, Time Study and Medicaid Administrative Claiming Guide*, and any federal and state revisions thereto, and certify in writing that sufficient funds are available to pay the non-federal share of the Medicaid administrative reimbursements paid to the Contractor for the preceding quarter.
  - a. Utilize the online document storage capacity of the current RMTS and Administrative Claiming vendor to store all financial documentation that was utilized by the contracted vendor to complete the quarterly administrative claims. This documentation should be uploaded to the online site before HSD will consider the claim(s) completed and approve for payment.

13. Ensure that a complete audit trail exists by retaining all supporting records and documents for at least six (6) years from the date of creation or until ongoing audit issues are settled, whichever is later.
14. Refund to the HSD any payments made to the Contactor for administrative claims that are disallowed by CMS. Such refunds may be made by direct payment to the HSD or by offset against future direct and/or administrative claims submitted by the Contractor.
15. Transfer to the HSD, within thirty (30) days of receipt of the invoice from the HSD, the administrative fee for the Administrative Claiming services. The fee is calculated by taking the total number of staff by Division for each participating state agency on October 1 of the current year and dividing by the total number of staff participating for the state; this equals the agency's percentage of total participants. The agency's percentage is then multiplied by the total cost of conducting random moment sampling and administrative claiming (\$162,500.00). The administrative fee will fluctuate annually based on the number of state agencies and staff participating in administrative claiming.