STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
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" or the "Agency", and **the Department of Health (DOH)**, hereinafter referred to as the "DOH".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The DOH shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement, and incorporated herein by reference.

2. Compensation

A. The total amount payable to the DOH under this Agreement shall not exceed **seven million nine hundred sixty seven thousand nine hundred thirty five dollars and forty cents ($7,967,935.40)**. This amount is a maximum and not a guarantee that the work assigned to the DOH under this GSA to be performed shall equal the amount stated herein.

The HSD shall pay to the DOH in full payment for services satisfactorily performed such compensation not to exceed $1,991,983.85 in FY20.

The HSD shall pay to the DOH in full payment for services satisfactorily performed such compensation not to exceed $1,991,983.85 in FY21.

The HSD shall pay to the DOH in full payment for services satisfactorily performed such compensation not to exceed $1,991,983.85 in FY22.

The HSD shall pay to the DOH in full payment for services satisfactorily performed such compensation not to exceed $1,991,983.85 in FY23.

B. Payment is subject to availability of funds pursuant to the Appropriations Section set forth below, and to approval by the HSD. All invoices MUST BE received by the HSD 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.**

C. The DOH must submit a detailed statement accounting for all services performed and expenses incurred. If the 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, the HSD 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 the 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, the 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 **June 30, 2023**, 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, the HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor 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 Contractor 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 Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this GSA, the Contractor 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 CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.*

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this GSA, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of the HSD; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this GSA; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency 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 and/or the federal grantor for the performance of this GSA. If sufficient appropriations and authorization are not made, this GSA shall terminate immediately upon written notice being given by the HSD to the DOH. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the DOH and shall be final. If the HSD proposes an amendment to the GSA 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 GSA without the prior written approval of the 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 the HSD.

8. Release

Final payment of the amounts due under this GSA shall operate as a release of the 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

A. Any confidential information, as defined in state and federal law, code, rules or regulations, regarding the HSD's Medicaid participants that is provided to, or developed by, the DOH shall not be made available by the DOH to any individual outside of the DOH or any organization outside of the DOH without the prior written approval of the HSD, unless the Medicaid participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process.

B. The DOH warrants that it will retain all confidential information belonging to the HSD's Medicaid participants, and will not disclose it to anyone without the explicit written permission of the HSD, unless the Medicaid participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process. The DOH recognizes that irreparable harm can be caused to the HSD and its participants by disclosure of confidential information concerning the HSD and its participants and, accordingly, the HSD may refuse or enjoin such disclosure. The DOH will be solely responsible for any violations by the DOH or its agents. The HSD will be solely responsible for any violations by the HSD or its agents. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the Tort Claims Act.

C. The DOH shall (1) notify the HSD promptly of any unauthorized possession, use, or knowledge of the HSD data, files or other confidential information; (2) promptly furnish to the HSD full details of the unauthorized possession, use or knowledge of the HSD date, files or other confidential information; and (3) assist the HSD in an investigation of the matter and take steps to prevent a recurrence.

D. This confidentiality agreement shall be binding on the parties and their agents.

10. 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 DOH 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.

11. Merger

This GSA incorporates all the 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 GSA or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this GSA.

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 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 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, and appendices 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.

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 the HSD: Christina Kupferschmidt, Program Manager
Human Services Department
Medical Assistance Division
P.O. Box 2348
Santa Fe, NM 87505
Christina.Kupfersch@state.nm.us

To the DOH: Jim Farmer, Director
NM Department of Health, Office of School and Adolescent Health
300 San Mateo Blvd, NE, Suite 902
Albuquerque, NM 87108
James.Farmer@state.nm.us

16. Debarment and Suspension

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this GSA, the [other state agency acronym] certifies by signing this GSA that it and its principals, to the best of its knowledge

and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; (2) have not, within a three-year period preceding the effective date of this GSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public agreements or transactions (federal, state or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The DOH's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this GSA was entered into by the parties. The DOH's certification in Paragraph A, above, shall be a continuing term or condition of this GSA. As such at all times during the performance of this GSA, the DOH must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the DOH was then executing this GSA for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the DOH in Paragraph A, above, or to any new certification the DOH is required to be capable of making as stated in the preceding sentence:

(1) The DOH shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this GSA, the DOH learns that its certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the DOH's certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the GSA.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the DOH shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed $25,000, to disclose to the DOH, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any federal department or agency. The DOH shall make such disclosures available to the HSD when it requests sub-contractor approval from the HSD. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any federal, state or local department or agency, the HSD may refuse to approve the use of the sub-contractor.

17. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The DOH, by executing this GSA, certifies to the best of its knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Program Manager.

C. The DOH shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this GSA is made and entered into. Submission of this certification is a prerequisite for making and entering into this GSA imposed under 31 U.S.C. § 1352. Any person who makes an expenditure prohibited by § 1352 shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for such failure.

18. Findings and Sanctions

A. The DOH agrees to be subject to the findings and sanctions assessed as a result of the Agency audits, federal audits, and disallowances of the services provided pursuant to this GSA and the administration thereof.

B. The DOH will make repayment of any funds expended by the Agency subject to the jurisdiction and authority of which an auditor finds were expended, or to which one of both of the federal funding agencies, United States Department of Health and Human Services (DHHS) takes exception and requests reimbursement through a disallowance or deferral is

based upon the acts or omissions of the DOH which violate applicable federal statues and/or regulations, subject to sufficient appropriations of the NM Legislature.

C. If the Agency becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of DOH and the Agency officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

19. Miscellaneous

A. This GSA is an internal government agreement 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 the GSA. Any Liability incurred in connection with the GSA is subject to the immunities and limitations of the New Mexico Tort Claims Act 41-4-1 et seq., NMSA 1978 as amended.

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

Human Services Department:

By: _____ Date: 12/19/19
Cabinet Secretary
Human Services Department

By: _____ Date: 12/12/19
Chief Financial Officer
Human Services Department

Approved as to form and legal sufficiency:

By: _____ Date: 12/13/19
General Counsel
Human Services Department

Department of Health:

By: _____ Date: 12/3/19
Cabinet Secretary
Department of Health

Approved as to Form and Legal Sufficiency:

By: _____ Date: 11/27/19
General Counsel
Department of Health

Exhibit A
FY20
Scope of Work

I. PURPOSE OF AGREEMENT

This agreement sets forth the respective roles and responsibilities of the parties administering and operating Medicaid billing School Based Health Centers (SBHCs), School Health and NM Youth Suicide Prevention Program to maximize federal matching funds for Medicaid related DOH/OSAH staff activities and SBHC expenses proportionate to the Medicaid population served by the SBHCs. This Agreement shall operate solely on a reimbursement basis.

II. DOH AND HSD SHALL:

A. Provide ongoing program planning, policy development, interagency coordination, and education related to health care services, including primary care, behavioral health, and dental services, provided by the SBHC and other school-based health care programs. These joint coordinating duties include but are not limited to:
   1. Developing strategies to assess and increase the capacity of local health care programs to provide health care services in schools and SBHCs;
   2. Improving the coordination and delivery of services to children and youth in schools and SBHCs by working with other agencies and/or providers of health care services to expand access to care for Medicaid-eligible children and youth;
   3. Promoting best practices for the early identification of medical, behavioral, and dental health problems by collaborating with health care service providers in schools and SBHCs;
   4. Promoting best practices for chronic disease management and care coordination of medical, behavioral, and dental health problems by collaborating with health care service providers in schools and SBHCs; and
   5. Consulting on prevention, screening and assessment, early intervention, and treatment services concerning child and adolescent health.

B. Provide joint consultation and technical assistance to New Mexico school districts and charter schools on matters concerning child and adolescent school health services, school health system development and implementation of school-based health initiatives that include prevention, screening and assessment, early intervention, chronic disease management, and treatment services for children and youth.

C. Work collaboratively to develop guidance and technical assistance resources affecting school health services that serve Medicaid-eligible children and youth. Policy and procedure statements must comply with all applicable federal and state regulations
   Such policies and procedures may include, but are not limited to:
   1. New Mexico School Health Manual
   2. New Mexico Health Assistant Training
   3. New Mexico School Nurse Orientation

4. New Mexico School Health Service Professional Development

D. Work collaboratively to develop policies and procedures affecting SBHCs that serve Medicaid-eligible children and youth. Policy and procedure statements must comply with all applicable federal and state regulations, including Centers for Medicare and Medicaid Services (CMS) directives.
Such policies and procedures may include, but are not limited to:
1. New Mexico SBHC Standards and Benchmarks
2. New Mexico SBHC Medicaid provider eligibility
3. New Mexico Medicaid billing practices
4. HIPPA compliance
5. SBHC Medicaid enrollment

E. Work in partnership with the MCOs in the process of New Mexico SBHC Medicaid eligibility of OSAH funded SBHCs to ensure compliance to the SBHC Standards and Benchmarks. This process will follow related DOH/OSAH, HSD/MAD policies and procedures.

F. Collaborate in providing training to the SBHCs and New Mexico public schools to disseminate up to date information on DOH and HSD interdependent regulations, policies, and procedures affecting Medicaid-billing SBHCs. Such training may include, but is not limited to:
1. New Mexico SBHC Standards and Benchmarks
2. Medicaid School Based Services
3. New Mexico Medicaid billing practices
4. MAD Managed Care Policy Manual
5. HIPAA compliance
6. SBHC Medicaid eligibility and enrollment
7. Requirement for and accessing HSD's Medicaid Preemptive Eligibility training

G. Collaboratively perform on-going review of all school health service programs and SBHC training materials to assess accuracy, relevance and revise as needed.

H. Meet quarterly to discuss issues related to SBHCs and this Agreement and provide written or verbal updates as needed.

I. Collaboratively maintain a current directory of DOH/OSAH contracted SBHCs.
The directory will include, but is not limited to:
1. SBHC name, address, and phone number;
2. Name and contact information of the SBHC coordinator;
3. Hours of operation and services provided by each SBHC
4. Name and contact information of the SBHC's sponsoring entity; and
5. Dates of SBHC's HSD Certification/Recertification.

J. Participate in SBHC Partners and MCO SBHC Advisory meetings and other meetings associated with promoting policies and standards of school-based health services and SBHCs.

K. Appoint an agency liaison or contact person who will facilitate all communication applicable to the SBHCs, ensuring timely dissemination of information between and among all interested parties.

L. Collaborate in meeting criteria required for obtaining federal matching funds available for SBHCs, and health related services provided through school-based health care programs.

M. Streamline, reduce and, where possible, eliminate paperwork required for reimbursing the SBHCs that bill Medicaid for covered services provided to Medicaid-eligible children and youth.

III. THE DOH SHALL:

A. Provide to SBHC Sponsors and Medicaid billing SBHCs with clinical technical assistance, consultation and oversight on the development and implementation of the following:
   1. DOH- SBHC contract compliance such as monitoring required monthly and quarterly deliverables, data submission requirements and any other requirements set forth in the DOH-SBHC contracts;
   2. Interpretation and implementation of evidence-based healthcare;
   3. Delivery and coordination of health care services with focus on collaboration between SBHC medical, dental and behavioral health providers and other education agencies;
   4. Internal SBHC guidelines and evaluation plans;
   5. Tele-health programs and services;
   6. Quality improvement initiatives;
   7. School-based immunization programs; and
   8. SBHC demonstration of compliance with applicable state and federal regulations to ensure NM Medicaid eligibility.

B. Provide SBHC Program consultation and quarterly invoice reporting on the following:
   1. Conduct an initial on-site support review for SBHCs to adhere to SBHC OSAH Standards and Benchmarks;
   2. Conduct periodic on-site reviews of SBHCs not assigned to MCOs;
   3. Provide SBHC onsite support review documentation to HSD;
   4. Consult in the development of a recommended Corrective Action Plan;
   5. MCOs' provision of health care services at SBHCs and other process related to SBHCs to include but not limited to periodic MCO SBHC on-site review process; and
   6. Representation and participation in meetings associated with SBHC standards, policies and clinical operations of SBHCs.

C. Provide consultation, oversight and quarterly invoice reporting on the development and implementation of the following School Health services:

1. Training and technical assistance to school nursing services and related school health service personnel provided by NM schools to ensure quality and adherence to applicable state laws and regulations;
2. Technical assistance, training and support to assist New Mexico schools and SBHCs in developing a public health, outcome-oriented approach to their school-based health programs and services;
3. Provide NM schools and SBHCs with guidance and technical assistance in assessment of health care needs of children and youth to promote a more effective use of program funds for health related provided in the school setting; and
4. School-based immunization programs of Medicaid-eligible children and youth.

D. Provide facilitation, coordination and quarterly reporting of efforts to development and implementation of adolescent behavioral health initiatives including, but not limited to:
   1. Access and enhancement of the New Mexico youth crisis and access lines;
   2. Community capacity development statewide to increase awareness and efficiency of efforts across New Mexico;
   3. Peer to peer youth development programs and support; and
   4. Youth suicide prevention training for youth, schools, community organizations and other youth-serving entities statewide. When possible DOH/OSAH will facilitate training of evidence-based practices.

E. Allocate access for two HSD staff members to attend DOH/OSAH sponsored conferences related to activities of this contract.

F. Apprise designated HSD staff of any regulatory changes that have an impact on the activities in this Agreement, including changes that affect the DOH Office of School and Adolescent Health policies and procedures related to SBHC or other school health programs

G. Use the equivalent of earned Medicaid reimbursements paid in accordance with this Agreement to improve and expand school-based health services, SBHC programs, and staffing within the DOH Office of School and Adolescent Health.

H. Cooperate with HSD during the Subrecipient Monitoring process as outlined in the HSD/ASD/CFSB Subrecipient Monitoring Procedures utilizing OMB Circular A-133.

I. Prepare and submit quarterly invoices and Time Studies to HSD in accordance with Medicaid regulations, policies and guidelines for Exhibit B (DOH SBHC Program Match Budget), Exhibit C (DOH Youth Suicide Program Match Budget), and Exhibit D (Agency School Health Staff Match Budget), of this Agreement. Invoices will:
   1. be preceded by the Time Studies in order to meet the invoicing requirements of Exhibit D;
   2. be submitted following HSD guidelines;
   3. be submitted with written certification that DOH has sufficient funds to pay HSD the state share of the Medicaid reimbursements paid to DOH for the preceding quarter, as calculated by CMS; and
   4. be accompanied by program reports outlining activities that support the invoices.

J. Correct deficiencies identified by HSD, CMS, or Medicaid program auditors under terms of this Agreement.

K. Retain complete documentation of all invoices submitted to HSD for at least six (6) years from the date of creation, or until ongoing audit issues are resolved, whichever is later.

IV. THE HSD SHALL:

A. Develop, in collaboration with DOH, regulations, policies and procedures governing health care and related services provided under this Agreement. Such regulations, policies and procedures may include, but are not limited to:
   1. administrative claiming;
   2. quality assurance;
   3. dispute resolution;
   4. confidentiality of records and other information; and
   5. oversight and enforcement.

B. Be responsible for planning and presenting quarterly meetings of the MCO SBHC Advisory Committee.

C. Review the MCOs SBHC related quarterly reports and communicate any related issues or concerns to DOH.

D. Inform designated DOH staff of any regulatory changes that affect the activities described in this Agreement, including changes to HSD policies and procedures relating to school-based health programs and SBHCs.

E. Review and respond, as needed, to Legislative actions or inquiries affecting SBHCs, school health activities, and youth suicide prevention services and keep DOH informed about these activities.

F. Reimburse for agreed-upon program services and employee support, as covered under this Agreement, upon receipt and approval of required invoicing and supporting documentation, in accordance with Exhibit B (DOH SBHC Program Match Budget), Exhibit C (DOH Youth Suicide Program Match Budget), and Exhibit D (Agency School Health Staff Match Budget), and of this Agreement.

G. Perform annual Subrecipient Monitoring, as required by OMB A-133 and HSD/ASD/CFSB, of DOH as a Subrecipient Agency under the terms of this Agreement.

H. Claim appropriate federal matching funds for Medicaid approved administrative functions provided for the benefit of Medicaid-eligible children and youth served by school-based health programs and SBHCs.

I. Retain, as the single state Medicaid agency, final administrative and fiscal authority for all Medicaid-covered services and serve as primary contact with CMS, encouraging the cooperative involvement of DOH in said communications.

EXHIBIT B
DOH SBHC PROGRAM MATCH BUDGET

SBHC Sponsor	SBHC Site(s)	School District(s) Served	DOH SGF Budget	MER*	Allowable for Match	FFP
De Baca Family Practice	Ft Sumner MS/HS	Ft. Sumner Municipal Schools	$ 79,600.00	70%	$ 55,720.00	$ 27,860.00
El Centro Family Health	Carlos Vigil MS	Espanola Public Schools	$ 93,128.00	70%	$ 65,189.60	$ 32,594.80
	Espanola Valley HS	Espanola Public Schools	$ 73,172.00	70%	$ 51,220.40	$ 25,610.20
	Penasco HS	Penasco Municipal Schools	$ 79,824.00	58%	$ 46,297.92	$ 23,148.96
	Taos HS	Taos Municipal Schools	$ 73,172.00	67%	$ 49,025.24	$ 24,512.62
	Taos MS	Taos Municipal Schools	$ 73,172.00	67%	$ 98,050.48	$ 49,025.24
	West Las Vegas HS	West Las Vegas Public Schools	$ 73,172.00	61%	$ 44,634.92	$ 22,317.46
	Springer High School	Springer Municipal Schools	$ 59,868.00	69%	$ 41,308.92	$ 20,654.46
	Sierra Vista Elementary School	West Las Vegas Public Schools	$ 59,868.00	61%	$ 36,519.48	$ 18,259.74
	Robertson HS	Las Vegas City Schools	$ 73,172.00	59%	$ 43,171.48	$ 21,585.74
First Nations	Emerson Elementary School	Albuquerque Public Schools	$ 230,000.00	55%	$ 126,500.00	$ 63,250.00
	Grant Middle School	Albuquerque Public Schools				
	Native American Charter School	Albuquerque Public Schools				
	Wilson Middle School	Albuquerque Public Schools				
Hidalgo Medical Services	Cobre HS	Cobre Consolidated Schools	$ 78,608.00	58%	$ 45,592.64	$ 22,796.32
	Lordsburg HS	Lordsburg Municipal Schools	$ 57,800.00	65%	$ 37,570.00	$ 18,785.00
	Silver HS	Silver Consolidated Schools	$ 94,792.00	52%	$ 49,291.84	$ 24,645.92
La Casa de Buena Salud (Family Health)	Mesa MS	Roswell Independent Schools	$ 246,800.00	59%	$ 145,612.00	$ 72,806.00
	Goddard HS	Roswell Independent Schools				

	Roswell HS	Roswell Independent Schools				
La Clinica de Familia	Centennial HS	Las Cruces Public Schools	$ 76,636.00	59%	$ 45,215.24	$ 22,607.62
	Rio Grande Alternative School	Las Cruces Public Schools	$ 76,636.00	59%	$ 45,215.24	$ 22,607.62
	Chaparral HS	Gadsden Independent Schools	$ 72,128.00	76%	$ 54,817.28	$ 27,408.64
	Gadsden HS	Gadsden Independent Schools	$ 90,160.00	76%	$ 68,521.60	$ 34,260.80
	Desert Pride High School	Gadsden Independent Schools	$ 49,588.00	76%	$ 37,686.88	$ 18,843.44
	Santa Teresa HS	Santa Teresa Public Schools	$ 90,160.00	76%	$ 68,521.60	$ 34,260.80
Las Clinicas del Norte	Pojoaque HS	Pojoaque Valley Public Schools	$ 128,090.15	50%	$ 64,045.08	$ 32,022.54
	Pojoaque MS	Pojoaque Valley Public Schools	$ 115,593.00	50%	$ 57,796.50	$ 28,898.25
	Mesa Vista HS	Pojoaque Valley Public Schools	$ 68,731.00	56%	$ 38,489.36	$ 19,244.68
Mora Valley Community Clinic	Mora HS	Mora Independent Schools	$ 74,400.00	69%	$ 51,336.00	$ 25,668.00
Owens Admin. and Healthcare Sup.	RFK Charter School	Albuquerque Public Schools	$ 69,200.00	50%	$ 34,600.00	$ 17,300.00
	School on Wheels	Albuquerque Public Schools	$ 69,200.00	50%	$ 34,600.00	$ 17,300.00
Presbyterian Medical Services	Carlsbad HS	Carlsbad Municipal Schools	$ 81,000.00	37%	$ 29,970.00	$ 14,985.00
	Cuba HS	Cuba Independent Schools	$ 75,600.00	73%	$ 55,188.00	$ 27,594.00
	Gallup HS	Gallup-McKinley County Schools	$ 81,000.00	68%	$ 55,080.00	$ 27,540.00
	Quemado HS	Quemado Independent Schools	$ 59,400.00	30%	$ 17,820.00	$ 8,910.00
	Santa Fe HS	Santa Fe Public Schools	$ 91,800.00	42%	$ 38,556.00	$ 19,278.00
	Capital HS	Santa Fe Public Schools	$ 91,800.00	42%	$ 38,556.00	$ 19,278.00
	Socorro HS	Socorro Consolidated Schools	$ 59,400.00	62%	$ 36,828.00	$ 18,414.00
	Laguna HS	Grant-Cibola County Schools	$ 75,600.00	77%	$ 58,212.00	$ 29,106.00

El Pueblo Family Health	Bernalillo HS	Bernalillo Public Schools	$ 76,400.00	64%	$ 48,896.00	$ 24,448.00
La Familia Medical Services	Raton HS	Raton Municipal Schools	$ 74,400.00	63%	$ 46,872.00	$ 23,436.00
Sunrise Medical Group	Tucumcari High School	Tucumcari Municipal Schools	$ 75,400.00	67%	$ 50,518.00	$ 25,259.00
	Santa Rosa HS	Santa Rosa Consolidated Schools	$ 75,400.00	66%	$ 49,764.00	$ 24,882.00
REC 6	San Jon School	San Jon Schools	$ 74,400.00	63%	$ 46,872.00	$ 23,436.00
REC 9	Ruidoso HS	Ruidoso Public Schools	$ 94,000.00	61%	$ 57,340.00	$ 28,670.00
Union County General Hospital	Des Moines School	Des Moines Municipal Schools	$ 62,700.00	33%	$ 20,691.00	$ 10,345.50
UNM - Pediatrics Dept.	Albuquerque HS East San Jose Elem Highland HS Van Buren MS Washington MS Roosevelt MS	Albuquerque Public Schools	$ 449,300.00	55%	$ 247,115.00	$ 123,557.50
			$4,024,270.15			
***Actual DOH costs are subject to change based on available funding and changes to MER**					**AVERAGE MER:**	60%
***MERs will be updated once per fiscal year, and Exhibit B updated accordingly.**					**TOTAL FFP:**	**$ 1,217,413.85**
***MER (Medicaid Eligibility Rate) is determined by number of children enrolled on the 80th day of the school.**						

EXHIBIT C
DOH YOUTH SUICIDE PROGRAM MATCH BUDGET

Description	Match Rate	DOH Cost*	MER**	Total Medicaid	FFP
Suicide Crisis Hotline	50/50	$ 40,000	56%	$ 22,400	$ 11,200
Community Development	50/50	$ 150,000		$ 84,000	$ 42,000
Peer-to-Peer Youth Development	50/50	$ 189,000		$ 105,840	$ 52,920
Training	50/50	$ 150,000		$ 84,000	$ 42,000
				TOTAL FFP:	**$ 148,120**

*Actual DOH costs are subject to change based on changes in funding, staff vacancies and MER.
** MER (Medicaid Eligibility Rate) = number of children enrolled on 80th day of school year and number who are Medicaid participants.

EXHIBIT D
DOH/OFFICE OF SCHOOL AND ADOLESCENT HEALTH STAFF MATCH BUDGET

Staff Title	Position	*DOH SGF Budget	SBHC/SBS **Program	MER*****	Match Rate	FFP **
School Health Officer-SPMP 75/25	Pediatrician	$ 185,000.00	100%	56%	75%	$ 77,700.00
School Health Advocate(s)-SPMP 75/25	Registered Nurse - Advanced (NW)	$ 95,000.00	100%	56%	75%	$ 39,900.00
	Registered Nurse - Advanced (NE)	$ 95,000.00		56%		$ 39,900.00
	Registered Nurse - Advanced (SW)	$ 95,000.00		56%		$ 39,900.00
	Registered Nurse - Advanced (SE)	$ 95,000.00		56%		$ 39,900.00
	Registered Nurse - Advanced (Metro)	$ 95,000.00		56%		$ 39,900.00
SBHC Clinical Operations Program Manager SPMP 75/25	Nurse Practitioner	$ 115,000.00	100%	60%	75%	$ 51,750.00
School Mental Health Advocate(s)SPMP 75/25	LMSW/LBSW (Social & Community Service Coord-A) NW	$ 75,000.00	100%	56%	75%	$ 31,500.00
	LMSW/LBSW (Social & Community Service Coord-A) NE	$ 75,000.00		56%		$ 31,500.00
	LMSW/LBSW (Social & Community Service Coord-A) SW	$ 75,000.00		56%		$ 31,500.00
	LMSW/LBSW (Social & Community Service Coord-A) NE	$ 75,000.00		56%		$ 31,500.00
	LMSW/LBSW (Social & Community Service Coord-A) Metro	$ 75,000.00		56%		$ 31,500.00
Behavioral Health Program Mgr- 75/25	Licensed Master's or Bachelor's Level Social Worker (Social & Community Service Coord-A)	$ 75,000.00	100%	56%	75%	$ 31,500.00
SBHC Consultant-SPMP 75/25	Registered Nurse - Advanced	$ 95,000.00	100%	56%	75%	$ 39,900.00
Youth Suicide Prevention Coordinator	LMSW/LBSW (Social & Community Service Coord-A)	$ 75,000.00	100%	56%	50%	$ 21,000.00
Health Services Manager- 50/50	Social & Community Service Coord-A	$ 75,000.00	100%	56%	50%	$ 21,000.00
OSAH Director-50/50	Staff Manager	$ 95,000.00	100%	56%	50%	$ 26,600.00
				TOTAL FFP:		**$ 626,450**
***Actual DOH costs are subject to staff vacancies and changes in funding**				**50/50**		**$ 68,600**
**** Actual program time is determined by quarterly time study**				**75/25**		**$ 557,850**
***** FFP= DOH SGF x MER x Allowable Match Rate**						
****** MER (Medicaid Eligibility Rate) = number of children enrolled on 80th day of school year and number who are Medicaid participants.**						