

JOINT POWERS AGREEMENT
Between
NEW MEXICO HUMAN SERVICES DEPARTMENT
And
NEW MEXICO EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT

This Joint Powers Agreement (JPA) is entered into between the New Mexico Human Services Department (HSD) and the New Mexico Early Childhood Education and Care Department (ECECD).

I. RECITALS

- A. HSD and ECECD are empowered to enter into cooperative agreements pursuant to the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 et seq.
- B. HSD and ECECD are empowered to enter into such an agreement to provide services for the Title XIX program pursuant to 42 CFR Part 432 (State Personnel Administration).
- C. HSD is the single state agency to administer Medicaid funds pursuant to 42 CFR Section 431.10.
- D. ECECD is the state agency charged with administration of perinatal case management known as the Families FIRST program and the delivery of case management services to pregnant women and children up to the age of three.

II. PURPOSE OF AGREEMENT

The purpose of this agreement is for HSD to provide funding to ECECD for:

- A. The provision of statewide case management services for Medicaid eligible pregnant women, infants, and children up to age three, as described in the "Families FIRST Program Manual";
- B. Administrative costs which include development of an ongoing provider application process, selection and training of providers, monitoring of the quality of the case management services, and evaluation of the effectiveness of the program;
- C. Outreach activities associated with the case management services. Specifically, these outreach activities include seeking out Medicaid eligible or potential eligibles, informing them about available services and programs, and assisting them through the application process;
- D. The maintenance of matched Birth/Medicaid record on magnetic tape, and the production of a mismatch report for recording Medicaid records which could not be matched with an

appropriate birth record. Payment will be for associated personnel and computer resources. This information is an integral part of the evaluation of the Families FIRST program.

III. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2020 until terminated by either party pursuant to the provisions herein.

IV. RESPONSIBILITIES OF THE PARTIES

A. HSD shall:

1. Reimburse ECECD funds for all activities eligible for the provision of statewide perinatal case management services. (See MAD Regulations 772 and 775).
2. Claim federal administrative matching funds for all activities eligible for federal match for the administration of the statewide perinatal case management program, outreach and evaluation.
3. Transfer to ECECD, on a quarterly basis, federal funds received for the provision and administration of statewide perinatal case management services, outreach and evaluation.

B. ECECD shall:

1. Certify state General Fund monies for the administration of the statewide perinatal case management program, outreach, and evaluation.
2. Administer, certify, and train new providers, and evaluate program effectiveness.
3. Bill HSD via the fiscal agent on a monthly basis for the provision of statewide perinatal case management services.
4. Bill HSD on a quarterly basis for the federal portion of the costs for the statewide perinatal case management program, outreach and evaluation.

V. ADMINISTERING AGENCY

HSD is the single state agency to administer Medicaid funds. ECECD is the state agency charged with administration of perinatal case management known as the Families FIRST program and the delivery of case management services to pregnant women and children up to the age of three.; Other administrative responsibilities are as set forth herein.

VI. PAYMENTS

- A. BCECD shall submit computerized disks invoicing HSD on a monthly basis for the Medicaid qualifying costs for the provision of statewide perinatal case management services.
- B. ECECD shall invoice HSD on a quarterly basis for the federal portion of Medicaid qualifying administrative costs incurred by BCECD for the perinatal case management program, outreach and evaluation.
- C. HSD shall, upon receipt of the computerized invoice from ECECD, submit claims for and transfer to ECECD the payments for the provision of statewide perinatal case management services.
- D. HSD shall, upon receipt of the invoice from ECECD, transfer quarterly to ECECD the federal match received for administrative costs incurred by BCECD for the perinatal case management program, outreach and evaluation.

VII. TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 60 days prior to the intended date of termination. By notice of termination neither party shall negate obligations already incurred or required to be performed prior to the effective date of termination.

VIII. FUNDS ACCOUNTABILITY

Each agency shall maintain fiscal records necessary for full accountability, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred or expended pursuant to this Agreement as required by applicable state or federal law or regulation. ECECD shall make the fiscal records for receipts and disbursements with HSD available for inspection and/or audit, with a 30 days written notice by HSD.

IX. LIABILITY

Each party is solely liable for recoupment of FFP due to disallowance of payments received by it, and for fiscal or other sanctions, penalties or fines resulting from noncompliance violations or alleged violations of its responsibilities under this agreement and shall hold the other harmless from such liability. Each party shall be liable for its acts or failure to act in accordance with this agreement. ECECD shall indemnify HSD for any damage or loss of any kind suffered by HSD as the single state agency resulting from an act or failure to act by ECECD.

X. AMENDMENTS

This agreement shall not be altered, changed, or amended except by written instrument executed by the parties, however, a party may withdraw from participation in this agreement unilaterally pursuant to the Termination of Agreement provision set out above.

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

STATE OF NEW MEXICO

DocuSigned by:
By: Kari Armijo Date: 6/29/2020
Cabinet Secretary Kari Armijo, Deputy Cabinet Secretary
Human Services Department Signing electronically for D.S.

DocuSigned by:
By: Danny Sandoval Date: 6/17/2020
Chief Financial Officer
Human Services Department

Approved as to form and legal sufficiency:

DocuSigned by:
By: [Signature] Date: 6/22/2020
Office of General Counsel
Human Services Department

Governing Early Childhood Education and Care Department Contractor Official:

By: [Signature] Date: 6/16/20
Cabinet Secretary
Early Childhood Education and Care Department

Approved as to form and legal sufficiency:

By: _____ Date: _____
Office of General Counsel
Early Childhood Education and Care Department

By: [Signature] Date: 7/24/2020
PFA SECRETARY

JOINT POWERS AGREEMENT
Between
NEW MEXICO HUMAN SERVICES DEPARTMENT
And
NEW MEXICO EARLY CHILDHOOD EDUCATION AND CARE DEPARTMENT

AMENDMENT NO. 1

This Amendment No. 1 to Joint Powers Agreement (JPA) 21-630-8000-0001 is entered into between the New Mexico Human Services Department (HSD) and the New Mexico Early Childhood Education and Care Department (ECECD).

The purpose of this Amendment is to revise Section IV. Responsibilities of the Parties and add Section XI. Dispute Resolution.

Section IV. Responsibilities of the Parties is amended to read as follows:

IV. RESPONSIBILITIES OF THE PARTIES

A. HSD shall:

1. Reimburse ECECD funds for all activities eligible for the provision of statewide perinatal case management services. (See MAD Regulations 772 and 775).
2. Claim federal administrative matching funds for all activities eligible for federal match for the administration of the statewide perinatal case management program, outreach and evaluation.
3. Process all allowable administrative claims submitted by ECECD in accordance with federal and state Medicaid regulations, policies and guidelines, in the form and manner set forth by the HSD.
4. Reimburse allowable administrative claims only if the ECECD has certified in writing that sufficient funds are available to pay the non-federal share of the Medicaid administrative reimbursements paid to the ECECD for the preceding quarter.
5. Reimburse the ECECD 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 VI below. Reimbursements may be made by direct payment to the ECECD, or by credit against monies owed to the HSD by the ECECD.
6. On an annual basis, invoice the ECECD an administrative fee for the Random Moment Sampling and Administrative Claiming costs as calculated by the HSD. The

administrative fee amount for each sister agency will be based on their percentage of total number of staff participating in the time study.

B. ECECD shall:

1. Certify state General Fund monies for the administration of the statewide perinatal case management program, outreach, and evaluation.
2. Administer, certify, and train new providers, and evaluate program effectiveness.
3. Bill HSD via the fiscal agent on a monthly basis for the provision of statewide perinatal case management services.
4. 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.
5. 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 Early Childhood Education and Care Department, Family Support and Early Intervention Division, Families First Program 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 ECECD 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 ECECD 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.
6. 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.
7. 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 ECECD.
8. 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 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.

Section XI. Dispute Resolution is added as follows:

XI. 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.

All other sections of JPA 21-630-8000-0001, as amended, remain unchanged.

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

STATE OF NEW MEXICO

DocuSigned by:
 By: Nicole Comeaux Date: 8/9/2021
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 Cabinet Secretary Nicole Comeaux, Medicaid Director
 Human Services Department Signing electronically on behalf of D.S.

DocuSigned by:
 By: Danny Sandoval Date: 7/22/2021
B66DFEE7DE10413...
 Chief Financial Officer
 Human Services Department

Approved as to form and legal sufficiency:

DocuSigned by:
 By: [Signature] Date: 7/28/2021
5799D277B0FC4AA...
 Office of General Counsel
 Human Services Department

Governing Early Childhood Education and Care Department Contractor Official:

DocuSigned by:
 By: Elizabeth Grojinsky Date: 7/22/2021
0F1D4EE86EE94C2...
 Cabinet Secretary
 Early Childhood Education and Care Department

Approved as to form and legal sufficiency:

DocuSigned by:
 By: J. Kate Girard Date: 7/21/2021
4B4197BBC6F4494...
 Office of General Counsel
 Early Childhood Education and Care Department

DocuSigned by:
 By: Deborah K Ramera Date: 8/16/2021
DCA2D2A1284C454...
 DFA Cabinet Secretary

