

JOINT POWERS AGREEMENT
Between
The New Mexico Human Services Department
AND
The New Mexico Department of Health

JPA No. 11-630-8000-0008

THIS AGREEMENT is entered into this 1st day of July, 2010, or as soon thereafter as approved by the Department of Finance and Administration, by and between the New Mexico Human Services Department (HSD) and the New Mexico Department of Health (DOH).

I. RECITALS

WHEREAS, HSD and DOH are empowered to enter into cooperative agreements between themselves pursuant to the Joint Powers Agreement Act, NMSA 1978 §§ 11-1-1 *et seq.*; and

WHEREAS, HSD is the single state agency under the Title XIX Medicaid program, with authority to receive federal financial participation for expenditures authorized under the Medicaid program; and

WHEREAS, DOH, through state general funds, provides services at its facilities and clinics and through the programs and services it provides that may constitute health care services payable under the Medicaid program; and

WHEREAS, pursuant to the Joint Powers Agreement Act NMSA 1978 §§ 11-1-1 *et seq.*, HSD and DOH desire to enter into this Joint Powers Agreement (JPA) to exercise their common power for the purpose of maximizing state general funds for services provided in DOH facilities, clinics, and programs by leveraging those funds through the Medicaid program; and

WHEREAS, entry into this JPA is both necessary and desirable and in the best interests of the State of New Mexico.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to continue the formalized framework for coordination of efforts between DOH and HSD to maximize the availability of revenues to DOH and for DOH to receive Medicaid reimbursement for services currently provided by DOH at its facilities, clinics, public health offices and laboratories and provided with state general funds.

This Agreement will allow DOH to claim Title XIX funds for administrative costs incurred when DOH staff, at DOH facilities, clinics and public health offices, assist persons receiving Medicaid services or persons who may be eligible to receive Medicaid services, such assistance to include activities such as outreach, assistance in Medicaid application, assistance

with access to Medicaid services, program planning and interagency coordination of medical services, and referral and monitoring of medical services.

This Agreement will allow the transfer of funds between DOH and HSD to accomplish these efforts.

III. RESPONSIBILITIES OF THE PARTIES

A. DOH shall:

1. Submit quarterly claims to HSD for Title XIX funds for administrative costs incurred by DOH for staff providing administrative services to persons receiving Medicaid services or persons who may be eligible to receive Medicaid services that are payable as administrative costs under the Medicaid program and/or through Title XIX funds ("Medicaid compensable activities"), such claims to include or be based upon, without limitation, the following:
 - a. Documentation of time and expense of all DOH staff involved in providing Medicaid compensable activities;
 - b. Cost allocation methodology that documents DOH staff time and allocation of that time to Medicaid compensable activities;
 - c. A process by which DOH public health offices determine Medicaid eligibility for persons served in DOH public health offices;
 - d. Collection and compilation of all expense information necessary to support a quarterly administrative claim for Medicaid compensable activities;
 - e. Additional documents that may be necessary to allow for the payment of such administrative claims as may be required by HSD;
 - f. Verification that all Medicaid-allowable services provided by DOH at its facilities, clinics and public health offices are billed, including, without limitation, pharmacy services provided at public health offices.
 - g. Retain records for five (5) years from date of submission of a final expenditure report; Retain records beyond the 5-year period if audit findings have not been resolved; and Retain records for nonexpendable property acquired under a Federal grant for five (5) years from the date of final disposition of that property - per records retention regulations - 42 CFR 431.17 and 42 CFR 433.32.
 - h. Certify DOH expended the share of non-federal funds needed to match the federal share of claims billed to the HSD Medicaid Agency.

- i. Bill HSD within 60 (sixty) days after the end of the quarter, except at the end of the state fiscal year which will be billed within 30 (thirty) days after the end of the quarter.
- B. HSD shall:
1. Review invoices and reimburse DOH for the federal share of administrative costs for approved quarterly invoices within 30 (thirty) days of approval of such claims.

IV. ADMINISTERING AGENCY

HSD, as the single state agency under the Title XIX Medicaid program, shall be the administering agency for the activities to be performed under this Agreement.

V. PAYMENT

In consideration of the performance of services by DOH under this Agreement and claimed pursuant to section III. A., HSD shall pay to DOH the federal share of administrative costs incurred by DOH as billed under section III. A.

VI. PROPERTY AND RETURN OF FUNDS

The parties understand and agree that no property shall be acquired as the result of the joint exercise of powers by HSD and DOH under this Agreement. The parties further understand and agree that, due to the nature of payments to be made hereunder by HSD to DOH, no surplus money shall be on hand or held by either HSD or DOH on completion or termination of this Agreement.

VII. FUNDS ACCOUNTABILITY

HSD and DOH shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred between the parties pursuant to this Agreement.

VIII. 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 (sixty) days before the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination.

IX. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this

Agreement is subject to the immunities and limitations under law, including the New Mexico Tort Claims Act.

X. DEBARMENT & SUSPENSION


- A. Pursuant to 45 C.F.R., Part 76, DOH certifies by signing this Agreement 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) has not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it 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) has 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 section X. A.; (4) has not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, state or local) terminated for cause or default; and (5) has 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. DOH's certification in section X. A. is a material representation of the fact upon which HSD relied when this Agreement was entered into by the parties. DOH shall provide immediate written notice to HSD's Contract Administrator if, at any time during the term of this Agreement, DOH learns that its certification in section X. A. was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that DOH's certification in section X. A. was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, HSD may terminate the Agreement.

XI. PERIOD OF AGREEMENT

This Agreement shall become effective on **July 1, 2010**, or as soon thereafter as approved by the respective Agency Heads as signatory parties, and by the Department of Finance and Administration, and shall terminate on **June 30, 2015**, unless terminated pursuant to section VII of this Agreement. Any and all amendments to this Agreement shall be made in writing and shall be agreed to and executed by the respective Agency Heads and the Department of Finance and Administration before becoming effective.

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**NEW MEXICO
HUMAN SERVICES DEPARTMENT**

By: 
Kathryn Falls
Secretary


Date: 7/30/10

**NEW MEXICO
DEPARTMENT OF HEALTH**


By: 
Alfredo Vigil, MD
Secretary

Date: 7-29-10

REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:


By: 
Asst. General Counsel
Human Services Department

Date: _____

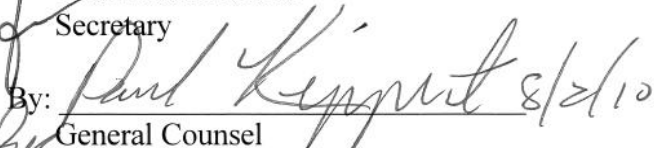
By: 
Asst. General Counsel
Department of Health

Date: 7/29/10

**NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: 
Katherine B. Miller
Secretary

Date: 8/4/10

By:  8/2/10
General Counsel
Department of Finance and Administration

JOINT POWERS AGREEMENT (JPA)
BETWEEN
THE NEW MEXICO HUMAN SERVICES DEPARTMENT
AND
THE NEW MEXICO DEPARTMENT OF HEALTH
AMENDMENT No. 1

THIS AMENDMENT #1 to JPA 11-630-8000-0008 is entered into by and between the **New Mexico Human Services Department**, hereinafter referred to as “HSD”, and the **New Mexico Department of Health**, hereinafter referred to as “DOH”.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED JPA ARE AMENDED AS FOLLOWS:

Article XI, Period of Agreement, is amended and reads as follows:

XI. PERIOD OF AGREEMENT

This Agreement shall become effective July 1, 2010 and shall remain in effect until terminated pursuant to Article VIII of JPA 11-630-8000-0008. Any and all amendments to this Agreement shall be made in writing and shall be agreed to and executed by the respective Agency Heads and the Department of Finance and Administration (DFA) before becoming effective. The Agreement shall not be effective until approved in writing by the Department of Finance and Administration (DFA).


All other Articles of JPA 11-630-8000-0008, as amended, remain the same.

IN WITNESS WHEREOF, parties have executed this JPA:

Human Services Department:

By: 
HSD Cabinet Secretary

5/15/15
Date

By: 
HSD Chief Financial Officer

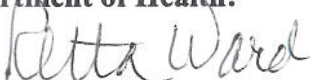
5/15/15
Date

Approved to form and legal sufficiency:

By: 
HSD General Council

5/17/15
Date

Department of Health:

By: 
DOH Cabinet Secretary

4/23/15
Date

By: 
DOH Chief Financial Officer

4-24-15
Date

Approved to form and legal sufficiency:

By: 
DOH General Council

04/22/2015
Date

Department of Finance and Administration

By: 
DFA Cabinet Secretary

5/22/15
Date