

JOINT POWERS AGREEMENT

Between

NEW MEXICO HUMAN SERVICES DEPARTMENT

And

NEW MEXICO DEPARTMENT OF HEALTH

JPA #96-32

This Joint Powers Agreement (JPA) is entered into between the New Mexico Human Services Department (HSD) and the New Mexico Department of Health (DOH).

I. RECITALS

- A. HSD and DOH 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 DOH 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. DOH 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; and development and implementation of the New Mexico Pregnancy Risk Assessment and Monitoring System (PRAMS).

II. PURPOSE OF AGREEMENT

The purpose of this agreement is for HSD to provide funding to DOH 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; and

E. Implementation of the population-based survey entitled Pregnancy Risk Assessment and Monitoring System (PRAMS) which will strengthen and complement existing data from VRHS/Medicaid and Families FIRST 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.

III. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 1994 until terminated by either party pursuant to the provisions herein.

IV. RESPONSIBILITIES OF THE PARTIES

A. Human Services Department shall:

1. Reimburse DOH 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, evaluation, and PRAMS.
3. Transfer to DOH, on a quarterly basis, federal funds received for the provision and administration of statewide perinatal case management services, outreach, evaluation, and PRAMS.

B. Department of Health shall:

1. Certify state General Fund monies for the administration of the statewide perinatal case management program, outreach, and evaluation.
2. Claim Maternal Child Health Block Grant monies for the implementation of the population based survey entitled Pregnancy Risk Assessment and Monitoring Systems (PRAMS).
3. Administer, certify, and train new providers, and evaluate program effectiveness
4. Bill HSD via the fiscal agent on a monthly basis for the provision of statewide perinatal case management services.
5. Bill HSD on a quarterly basis for the federal portion of the costs for the statewide perinatal case management program, outreach, evaluation, and PRAMS.

V. ADMINISTERING AGENCY

HSD is the single state agency to administer Medicaid funds. DOH 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; and New Mexico Pregnancy Risk Assessment and Monitoring System (PRAMS). Other administrative responsibilities are as set forth herein.

VI. PAYMENTS

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

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.

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. DOH 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 DOH.

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.

HUMAN SERVICES DEPARTMENT

BY: *Dorothy A. Danfelsen*
Dorothy Danfelsen, Secretary

DATE: 6/6/96

DEPARTMENT OF HEALTH

BY: *J. Alex Valdez*
J. Alex Valdez, Secretary

DATE: 4/30/96

DEPARTMENT OF FINANCE AND ADMINISTRATION

BY: *J. B. [Signature]*

DATE: 6/18/96

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
HUMAN SERVICES DEPARTMENT
OFFICE OF GENERAL COUNSEL

DATE: 5/23/96

[Signature]
DEPARTMENT OF HEALTH
OFFICE OF GENERAL COUNSEL

DATE: 4/25/96

NEW MEXICO HUMAN SERVICES DEPARTMENT

P.O. Box 2348
Santa Fe, New Mexico 87504-2348
(505) 827-7750



Gary E. Johnson
Governor



Dorothy A. Danfelser
Secretary

TO: David Harris, Secretary
Department of Finance & Administration


FROM: Dorothy Danfelser, Secretary

SUBJECT: Justification/Request for Retroactive Effective Date-
JPA between HSD and DOH To Perform Perinatal Case
Management Services Under the Families FIRST Program

The development of this JPA was initiated earlier this fiscal year and, due to lengthy and often interrupted negotiations, legal reviews and issues regarding matching funds, was not approved by all parties involved until recently. The end result is an agreement that will allow us to continue a project initiated by HSD several years ago under a grant from the W.K. Kellogg Foundation, and upon expiration of the grant, was continued by the Department of Health. This agreement will be the vehicle through which we can provide federal matching funds for administrative costs incurred by the Department of Health, and, contingent on your approval, will allow us to pay retroactively to July 1994. In addition to satisfying legislative mandate to maximize federal funds, it would be advantageous to the state to implement this agreement as of July 1, 1994 because of administrative costs already incurred.

Please let me know if you require anything further.

Under authority of Department of Finance and Administration Rule 87-1, Section 5(A, 10) I hereby grant retroactive approval for an effective date of July 1, 1994 on the joint powers agreement referenced herein.



David Harris, Secretary
for Department of Finance & Administration

6/18/96

Date

