

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 FOLLOWING SECTIONS ARE AGREED TO 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 dollars (\$1,000,000). 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 thousand dollars (\$200,000) in FY15.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY16.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY17.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY18.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY19.

Payment in FY15, FY16, FY17, FY18, and FY19 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, 2014**, and shall terminate on **June 30, 2019**, 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 A-133 audit 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 OMB Circulars 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.

A. 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 OMB Circulars A-21, A-87, A-110, A-122 and A-133 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 OMB Circulars A-21, A-87, A-110, A-122 and A-133 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: Kimberly Riebsomer, 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: Sidonia Squires
HSD Cabinet Secretary

Date: 6/3/14

By: Janice Swanson
HSD Chief Financial Officer

Date: 5/16/14

Approved as to form and legal sufficiency:

By: [Signature]
HSD General Counsel

Date: 5/23/14

Governing DOH Official:

Title: _____
Signature: Bill W. Hough

Date: 05-13-14

Designee: BUREAU CHIEF

Date: _____

Approved as to Form and Legal Sufficiency:

By: Ramona Schmidt
General Counsel

Date: 5/8/14

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.
4. Distribute this report 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, (COiIN) goal of reducing infant mortality rates in New Mexico. Maternal Child Health Epidemiology has taken on the dataset linkages between Vital Records birth certificate files and Medicaid claim files for the 2006-2011 cohort period. This task requires that the work is split between 2.5 advanced epidemiologists. In Full Time Equivalency (FTE), it is approximately 1.25 for the fiscal year.

The subject matter involves risk reduction in

- a) Reducing Early Elective Deliveries
 - b) Smoking Cessation
 - c) Interconception Care
 - d) Safe Infant Sleep
 - e) Perinatal Regionalization
6. Collaborate with Medicaid on the National Governor's Association Learning Network

and the Medicaid Medical Director's Learning Network on early Elective deliveries.

Both 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. Launch 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, breastfeeding duration, Adverse Childhood Events (ACE) and maternal conditions such as postpartum depression and chronic disease prevention and treatment.

8. 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.

Performance Measures

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist HSD to meet the portions of its Strategic Plan set forth below.

Goal 1: Modernize and Improve New Mexico's Maternal and Child Health Medical Assistance Programs

Task 1.6: Improve Health Outcomes for New Mexicans

MCH Initiatives data collection will help to improve health for all New Mexicans by collecting population survey information on mothers soon after delivery, about their preconception, maternal behaviors, experiences, and their infant's health. Data is also collected on food security, and current economic situation, as well as use of public assistance and perinatal services.

Data is also gathered on several topics encompassing behavioral health topics such as alcohol use, smoking and intimate partner physical abuse.

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
GOVERNMENTAL SERVICES AGREEMENT

AMENDMENT No. 1

THIS AMENDMENT No. 1 to GSA 15-630-8000-0008 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 Amendment is to revise the budget and Scope of Work for Maternal Child Health activities to support the program.

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:

2. **Compensation.**

A. The total amount payable to the DOH under this GSA, including expenses, shall not exceed one million fifty thousand dollars (\$1,050,000). 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 thousand dollars (\$200,000) in FY15.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY16.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY17.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred thousand dollars (\$200,000) in FY18.

The total amount payable to the DOH under this GSA, including expenses, shall not exceed two hundred fifty thousand dollars (\$250,000) in FY19.

Payment in FY15, FY16, FY17, FY18, and FY19 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.

Section 15, Notices, is amended and reads 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: 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 S. Pacheco St.
Santa Fe, NM 87504

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

By: 
HSD Cabinet Secretary

Date: 1/4/19

By: 
HSD Chief Financial Officer

Date: 12/27/18

Approved as to form and legal sufficiency:

By: 
HSD General Counsel

Date: 1/2/19

Governing DOH Official:

Title: Deputy Cabinet Secretary
Signature: _____

Date: _____

Designee: 

Date: 12/13/18

Approved as to Form and Legal Sufficiency:

By: 
General Counsel

Date: 12/10/18

Exhibit A**Amended 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) Reducing Early Elective Deliveries (non-medically indicated inductions and C-sections <39 weeks gestation)
 - b) Safe Infant Sleep Education – Sudden Unexpected Infant Death (SUID) prevention
 - c) Perinatal Regionalization (% very low birthweight deliveries in approximate-level facility)
 - d) Increase prenatal care entry in the first trimester by 10% among US-Mexico border county residents
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. 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.