

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", and the **Regents of the University of New Mexico for its public operation known as the Health Sciences Center, specifically for the School of Medicine, Department of Pediatrics, Center for Development and Disability** (hereinafter referred to as "UNM"), and collectively referred to as the "Parties".

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work**

UNM shall perform all services detailed in Exhibit A, Scope of Work, attached to this GSA, and incorporated in this GSA by reference.

**2. Compensation**

A. The total amount payable to UNM under this GSA shall not exceed two million dollars (\$2,000,000) in accordance with Exhibit B, FY19 Medicaid Federal Financial Participation (FFP) budget, attached hereto and referenced herein. This amount is a maximum and not a guarantee that the work assigned to UNM under this GSA to be performed shall equal the amount stated herein.

B. The HSD shall pay UNM in full payment for services satisfactorily performed an amount not to exceed two million dollars (\$2,000,000), as set forth in Paragraph A. Payment is subject to availability of funds pursuant to the Appropriations Section set forth below and to any negotiations between the parties from year to year pursuant to Section 1, Scope of Work, 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 for the option selected, WILL NOT BE PAID.**

C. UNM 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 UNM that payment is requested, the HSD shall provide the UNM a letter of exception explaining the defect or objection to the services, and outlining steps the UNM 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 UNM within thirty (30) 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 upon HSD approval and shall terminate on June 30, 2020, 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 UNM's receipt of the notice of termination, if the HSD is the terminating party, or UNM's sending of the notice of termination, if UNM 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. UNM 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 UNM if UNM becomes unable to perform the services contracted for, as determined by the HSD or if, during the term of this GSA, UNM 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 UNM's DEFAULT/BREACH OF THIS GSA.

B. Termination Management. Immediately upon receipt by either the HSD or UNM of notice of termination of this GSA, UNM 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 HSD in the notice of termination as to the performance of work under this GSA; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by UNM with contract funds shall become property of the HSD upon termination and shall be submitted to the 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 the HSD to UNM. The HSD's decision as to whether sufficient appropriations are available shall be accepted by UNM and shall be final. If the HSD proposes an amendment to the GSA to unilaterally reduce funding, UNM 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. Status of UNM

UNM and its agents and employees are independent contractors performing professional services for the HSD and are not employees of HSD. UNM and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the HSD vehicles, or any other benefits afforded to the HSD employees of the State of New Mexico as a result of this GSA. UNM agrees not to purport to bind the HSD unless UNM has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment**

UNM 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.

8. **Subcontracting**

UNM shall not subcontract any portion of the services to be performed under this GSA without the prior written approval of the HSD.

9. **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.

10. **Confidentiality**

Any confidential information provided to or developed by the UNM in the performance of this GSA, except that which is or becomes publicly known through no fault of the UNM; information learned from a third party entitled to disclose it; information already known to or developed by the UNM before receipt from the HSD, as shown by the UNM's prior written records; information reasonably necessary to protect the UNM's interests in a lawsuit, alternative dispute resolution process, or government investigation; information reasonably necessary to process insurance claims; information required by law to be disclosed; information developed independently, by the UNM, without use of or reference to information provided by the HSD, shall be kept confidential and shall not be made available to any individual or organization by the UNM without the prior written approval of the HSD.

11. **Product of Service - Copyright**

UNM will retain ownership of all copyrightable materials created under this GSA, except as otherwise specifically agreed. UNM hereby grants to the HSD a nonexclusive license for noncommercial purposes in all works created under this GSA in which UNM retains a copyright. UNM may retain title to, and apply for, patents for the products produced under this GSA. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with this GSA.

12. **Conflict of Interest; Governmental Conduct Act**

A. UNM represents that it presently has no interest and, during the term of this GSA, 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.

B. UNM further represents that it has complied with, and, during the term of this GSA, will continue to comply with, and that this GSA complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, UNM specifically represents that:

- 1) in accordance with Section 10-16-4.3 NMSA 1978, the UNM does not employ, has not employed, and will not employ during the term of this GSA any Agency employee

while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this GSA complies with Section 10-16-7(A) NMSA 1978 because (i) UNM is not a public officer or employee of the State; (ii) UNM is not a member of the family of a public officer or employee of the State; (iii) the UNM is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if UNM is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this GSA was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) UNM is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this GSA and (ii) UNM is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this GSA;

4) this GSA complies with Section 10-16-9(A) NMSA 1978 because (i) UNM is not a legislator; (ii) UNM is not a member of a legislator's family; (iii) UNM is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if UNM is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this GSA is not a sole source or small purchase contract, and this GSA was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, UNM has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this GSA or any procurement related to this GSA; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, UNM has not contributed, and during the term of this GSA shall not contribute, anything of value to a public officer or employee of the Agency.

C. UNM's representations in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this GSA was entered into by the parties. UNM shall provide immediate written notice to the Agency if, at any time during the term of this GSA, UNM learns that the UNM's representations in Paragraphs A and B of this Article 12 were erroneous on the effective date of this GSA or have become erroneous by reason of new or changed circumstances. If it is later determined that UNM's representations in Paragraphs A and B of this Article 12 were erroneous on the effective date of this GSA or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the GSA to the contrary, the Agency may immediately terminate the GSA.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. 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, UNM 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.

**14. Penalties for Violation of Law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**15. Merger.**

This Agreement, including any and all attachments, exhibits and/or appendices, 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 Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**16. Applicable Law**

The laws of the State of New Mexico shall govern this GSA, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G), NMSA 1978. By execution of this GSA, UNM acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this GSA.

**17. Records and Audit**

A. UNM shall maintain detailed 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. UNM shall contract for an independent audit in accordance with 2 CFR 200 at UNM's expense, as applicable. UNM 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. UNM 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 2 CFR 200. The audit of the GSA 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 available to the State Auditor and available on the internet at [www.unm.edu/](http://www.unm.edu/)

[conweb/finrep.html](#), as required by law within (fifteen) 15 days of receipt of the final audit report. UNM 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 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, UNM shall notify the HSD when the audit is available for review with URL: [unm.edu/annual-reports.html](http://unm.edu/annual-reports.html) and provide online access to the HSD.

D. Within thirty (30) days thereafter, or as otherwise determined by the HSD in writing, UNM 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 the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the 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, §200.500, and appendices.

#### **18. 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.

#### **19. Enforcement of GSA**

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.

#### **20. 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:	Christie Guinn, Program Manager Human Services Department, Medical Assistance Division P.O. Box 2348 Santa Fe, N.M.87504-2348
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(505)827-3117  
[Christie.Guinn@state.nm.us](mailto:Christie.Guinn@state.nm.us)

To UNM:

Stacy Bigbie, Associate Director, Sponsored Projects  
University of New Mexico, Health Sciences Center  
MSC09 5220, 1 University of New Mexico  
Albuquerque, NM 87131-0001  
505-272-9448  
[HSC-Preaward@salud.unm.edu](mailto:HSC-Preaward@salud.unm.edu)

**21. 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 Agreement the Contractor 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) have not, within a three-year period preceding the effective date of this Agreement, 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 Agreement, 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. UNM'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. UNM'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, UNM must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification UNM 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 UNM in Paragraph A, above, or to any new certification UNM is required to be capable of making as stated in the preceding sentence:

- (1) UNM shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this GSA, UNM 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 UNM'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 GSA, and as contained in Paragraph A, above, UNM shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed \$25,000, to disclose to UNM, 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. UNM 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.

**22. 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. UNM, 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 Contracting Officer.
- C. UNM 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. It shall be a material obligation of UNM to keep this certification current as to any and all individuals or activities of anyone associated with UNM during the pendency of this GSA. Any person



who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the GSA.

**23. Findings and Sanctions**

A. UNM agrees to be subject to the findings and sanctions assessed as a result of (UNM actions only) the HSD audits, federal audits, and disallowances of the services provided (by UNM only) pursuant to this GSA and the administration thereof.

B. UNM will make repayment of any funds expended by the HSD subject to the jurisdiction and authority for which an auditor finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the UNM that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the NM Legislature.

**24. Non-Discrimination.**

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

**25. Drug Free Workplace.**

A. Definitions. As used in this paragraph—"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by UNM in connection with a specific contract where employees of UNM are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a UNM directly engaged in the performance of work under this GSA. “Directly engaged” is defined to include all direct cost employees and any other UNM employee who has other than a minimal impact or involvement in the contract performance.

B. UNM, shall:(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in UNM’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about

(i) The dangers of drug abuse in the workplace;

(ii) UNM’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all Employees engaged in performance of this GSA with a copy of the statement required by subparagraph (B)(1);

(4) Notify such Employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this GSA, the Employee will

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the Employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the HSD Contract Manager in writing within 10 days after receiving notice under (B)(4)(ii) of this paragraph, from an Employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the Employee;

(6) Within 30 days after receiving notice under (B)(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any Employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such Employee, up to and including termination; or

(ii) Require such Employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of (B)(1) through (B)(6) of this paragraph.

C. In addition to other remedies available to HSD, UNM’s failure to comply with the requirements of subparagraph B or C of this paragraph will render UNM in default of this GSA and subject UNM to suspension of payments under the GSA and/or termination of the GSA in accordance with paragraph 4, above.

**26. Authority**

If UNM is other than a natural person, the individual(s) signing this GSA on behalf of UNM represents and certifies that he or she has the power and authority to bind UNM, and that no further action, resolution, or approval from UNM is necessary to enter into a binding contract.

**27. Miscellaneous**

A. This GSA is an internal government GSA and is not intended to confer any right upon any private person.

B. Headings used in this GSA are for reference purposes only and shall not be deemed a part of the GSA.

**28. 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.

**The remainder of this page intentionally left blank.**

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

STATE OF NEW MEXICO:

By: [Signature]  
HSD Cabinet Secretary

Date: 6/27/19

By: [Signature]  
HSD Chief Financial Officer

Date: 6/27/19

Approved as to form and legal sufficiency:

By: [Signature]  
HSD Office of General Counsel

Date: 6/25/19

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO:

Governing UNM Official:

Title: Michael Schwantes  
Chief Financial Services Officer, HSC

Signature: [Signature]

Date: 6-17-19

Designee: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF WORK**

Center for Development and Disability – CDD  
HSD Medicaid Administrative Match FY20

I. CDD shall perform the following work under this Agreement:

A. Achieve goals to improve the health care of Human Services Department (HSD) Medical Assistance Division (MAD) Medical Assistance Programs (MAP) eligible recipients statewide through:

1. Engaging in activities that increase HSD system capacity, close HSD service gaps, and improve HSD services.
2. Expanding access to participating MAD and Behavioral Health Services Division (BHSD) providers for eligible recipients with or at risk for developmental disabilities, including Autism Spectrum Disorder (ASD), through a model of telehealth/telemedicine or on-site consultation and didactics in evidence-based interventions or best practices.
3. Increasing the quality, evidence-based improvement methods among MAD providers resulting in positive changes to systems of care for eligible recipients.
4. Utilizing evidence-based and best practices as a means to not only achieve better eligible recipient developmental outcomes, but also more efficient use of resources.
5. Improving a number of health care issues through systems change and increasing provider utilization of best practices in a variety of community settings that serve eligible recipients.
6. Engaging in multi-year quality improvement initiatives to enhance knowledge of best practices and to build capacity for improved care for eligible recipients throughout the state.
7. Providing case management services, in collaboration with the Centennial Care (CC) Managed Care Organizations (MCOs), for individuals that are medically fragile with or at risk for developmental disabilities and their families.
8. Expanding provider networks through the development of knowledge and skills in providing services to eligible recipients with or at risk for developmental disabilities, including those recipients with additional behavioral health service needs.
9. Implementing changes that result in sustainable improvements in care. Coordinate with the HSD managed care organizations (MCOs) as needed and appropriate to identify areas of need for access to skilled providers.

B. Implement the following CDD programs in alignment with the above broad project goals. CDD shall increase provider utilization of best practices in a variety of health care settings through ongoing telemedicine technologies and on-site training. The overall impact will be reflected in the number of health staff and MAD providers trained throughout the state; the proportional improvement of sites on selected objectives and cumulative improvements over time in the quality of care available to eligible recipients in New Mexico; the number of CDD projects completed; and the number of participating communities. CDD shall track the

following performance measures and report program specific outcomes to HSD:

1. Fetal Alcohol Spectrum Disorder (FASD) Programs: Improve access and quality of early identification and intervention for eligible recipients with FASD by:
  - a. Improving the ability of MAD providers to recognize possible FASD, to refer early for evaluation and to develop and provide interventions that are evidence-based or, where none exist, are considered promising practices.
  - b. Increasing the number of MAD providers in rural and frontier areas who have been trained and are able to identify possible FASD or risk factors for diagnostic referral.
2. Autism Spectrum Disorder (ASD) Programs: Improve access to and quality of care for eligible recipients with ASD by:
  - a. Identifying and addressing challenging behaviors early.
  - b. Improving coordination among agencies, to include CYFD and BHSD, and service providers regarding services for Medicaid eligible recipients with ASD and their families.
  - c. Increasing the knowledge of MAD providers of evidence-based screening and interventions for Medicaid eligible recipients with ASD.
  - d. Increasing the knowledge of the Autism workgroup and ABA providers on topics including but not limited to: "Discharge Planning" and "Writing Effective Treatment Plans".
  - e. Increasing the number of MAD providers trained in evidence-based practices/intervention for ASD.
  - f. Increasing outreach, screening, and access to resources and provider training in Native American communities.
  - g. Increasing access to ASD Stage 1 evaluation services for Medicaid members.
3. Medically Fragile Programs: Improve access and quality of care for eligible recipients who are medically fragile and with developmental disabilities by:
  - a. Improving coordination of services among agencies, to include CYFD Department of Health (DOH), through increased administrative support, systems interventions and quality improvement.
  - b. Increasing the number of MAD providers who are able to provide best practices services for Medicaid eligible recipients who are medically fragile.
  - c. Increase the knowledge of MAD providers and CYFD on best practice services for Medicaid eligible recipients who are medically fragile.
4. Early Childhood Programs: Improve access to quality care for eligible recipients with developmental disabilities, delays, or who are at risk for developmental disabilities by:
  - a. Increasing outreach and training to families/guardians of Medicaid eligible infants and children at risk for developmental delay receiving Early and Periodic Screening and Diagnosis and Treatment (EPSDT) services.

- b. Increasing the number of MAD providers trained in evidence based early childhood practices.
- c. Increasing the knowledge of MAD providers of evidence based early childhood practices, infant mental health, complex developmental trauma, and risk and resiliency factors.
- d. Increasing the number of MAD providers trained to provide evidence based early prevention, intervention, and treatment strategies.
- e. Increase the knowledge and skills of MAD providers serving Medicaid eligible recipients with disabilities, developmental delays and/or who are at risk for developmental delays.

5. Treatment Foster Care Program: Work with MAD Treatment Foster Care providers, their foster families, and CYFD by:

- a. Improving the identification and treatment of eligible recipients in the foster care system following severe neglect and/or abuse who are at risk for developmental delays.
- b. Increasing the knowledge of MAD treatment foster care provider agency staff and treatment foster caregivers in best practice assessments and interventions addressing attachment, behavior, and educational challenges.
- c. Increasing the number of MAD treatment foster care provider agencies completing developmental screening of their foster care eligible recipients and providing completed development screening results and recommendations to CYFD for foster care eligible recipients.
- d. Increasing the number of MAD treatment foster care provider agencies trained in evidence-based developmental and behavioral sensory interventions.
- e. Increasing the knowledge of caregivers, including treatment and other foster families and CYFD staff on evidence-based trauma-informed, developmental and behavioral interventions.

C. In accordance with this Agreement, CDD shall:

- 1. Develop appropriate instructional/promotional materials for project initiatives, in collaboration with HSD.
- 2. Identify HSD as a funding source in any published documents, media presentations, programs, materials, brochures, and any other materials and programs developed under this Agreement.
- 3. Implement ongoing evaluations to guide services and assess the impact of quality improvement on the programs and providers involved, and provide results of these evaluations to HSD/MAD.
- 4. Provide all necessary administrative and programmatic support for the proper and efficient administration of the Center for Development and Disability.
- 5. Provide when there is a change in the contract period's submitted budget, a separate, detailed annual budget for the CDD Agreement activities to HSD for approval prior to the start of that state fiscal year, or if necessary during the state

fiscal year.

6. Obtain HSD approval for any significant changes to an approved budget including, but not limited to, requests for additional full-time equivalents (FTE) or program expansions.
7. Be responsible for all state matching funds for the Center for Development and Disability, in accordance with Article 2 of this Agreement. CDD shall certify in writing quarterly that it has sufficient funds to pay the state share based on the current Federal Financial Participation percentage allowed for administrative activities conducted in the preceding quarter.
8. Conduct quarterly time studies of activities for all Center for Development and Disabilities personnel funded on the project. This will include quarterly trainings for Center for Development and Disabilities project personnel on the time study process and coding of activities to ascertain level of effort devoted to activities supporting this scope of work.
9. Comply with §433.15 (b) (7) of the Code of Federal Regulations (CFR) regarding the availability of Federal Financial Participation (FFP) for the proper and efficient administration of the state plan. Failure to comply with CFR §433.15 (b) (7) could result in a loss or repayment of FFP under this Agreement.
10. Provide HSD with quarterly and *ad hoc* reports as requested, in addition to reports required by state or federal law or regulation, including those requested by the New Mexico Legislature or its committees and those described in this Agreement.
11. Obtain HSD approval prior to making any changes to this scope of work, including changes to the planning or objective measures.
12. Provide primary oversight, education and technical assistance to all participating MAD providers and Medicaid eligible recipients involved in Center for Development and Disability.
13. Assist MAD with preparing defenses for any HSD Administrative Hearings brought by participating providers or eligible recipients concerning Center for Development and Disability.
14. Cooperate fully with all investigations performed by HSD/MAD, the HSD Office of Inspector General (HSD/OIG), the Medicaid Fraud Control Unit (MFCU) of the New Mexico Attorney General's Office, the Centers for Medicare and Medicaid Services (CMS), the Federal Bureau of Investigation (FBI), and other regulatory or law enforcement agencies, as necessary.



15. As necessary, meet with HSD representatives on a quarterly or as-needed basis to discuss relevant matters concerning Center for Development and Disability.
16. Ensure that Medicaid Administrative Claiming submitted by CDD is in compliance with federal Medicaid rules and guidelines.

II. CDD shall meet the following reporting requirements:

A. Submit copies of professional licensure and signed attestation forms, as designated by HSD, for those staff claimed as Skilled Professional Medical Personnel (SPMP). Licensure and attestation forms should be updated upon each license renewal or change in job duties. SPMP staff that do not have update licensure and/or attestations are not eligible to be claimed on the quarterly invoices.

B. Submit required reports to HSD quarterly and on an ad hoc basis in the format specified by HSD. Quarterly reports are due thirty (30) days after the end of each State fiscal quarter.

C. Submit a complete and comprehensive end-of-year report thirty (30) days after the end of the State fiscal year indicating the overall impact on MAD providers and the Medicaid eligible recipient population, including clear, consistently identified and summarized data of special program outcomes, explanations of methodologies, demographics, tools developed, and relevance to MAD or funding streams.

D. HSD understands that each project is ongoing and operational across State fiscal years, such that the program-specific outcomes will be a presentation of progress at different points on a continuum. The end-of-the-year report shall include, but not be limited to:

1. Results of an annual provider satisfaction survey that will be completed anonymously by the portion of MAD providers who are CDD partners.
2. A comprehensive report of activities and outcomes.
3. Results of an annual Medicaid member survey, who were served by the Center for Development and Disability, that will be completed anonymously.

III. In accordance with this Agreement, HSD shall:

A. Inform and confer with CDD concerning any issues that arise relating to this Agreement, including changes to federal CMS policies, rules and regulations that affect the funding or operation of Center for Development and Disability.

B. Coordinate with the MCOs, BHSD and DOH as needed to help facilitate discussion and collaboration with the CDD team.

C. Perform audits of CDD as indicated to ensure compliance with all aspects of this Agreement.

D. Reimburse CDD for the CMS federal administrative share of the costs of CDD on a quarterly basis, in accordance with the approved budget for this Agreement.

- E. Provide appropriate technical assistance to determine activities that are eligible for CMS federal administrative matching funds, at the request of CDD.
- F. Review and provide final approval of the detailed annual budget for CDD and any subsequent changes that may affect CMS federal matching activities set forth in this Agreement.
- G. Serve as the primary contact with the CMS for all Medicaid funded programs.
- H. Retain all final programmatic, administrative, fiscal and policy authority for CDD as it relates to CMS federal matching activities set forth in this Agreement.
- I. As necessary, meet with CDD representatives on a quarterly or as-needed basis to discuss relevant matters concerning CDD Agreement.

**EXHIBIT B**  
**University of New Mexico - CDD**  
**Medicaid Federal Financial Participation (FFP) Budget**

<i>Personnel</i>					
Staff Title	Position	Name	Match Rate	UNM Cost (state and/or non-federal grant funds only)	Medicaid FFP
Clinical Psychologist	Assistant Professor	Courtney Burnette	SPMP (75%)	\$7,800.00	\$23,400.00
Psychologist	Assistant Professor	Sylvia Acosta	SPMP (75%)	\$2,239.00	\$6,717.00
Speech Therapist	SLP	Mary Boehm	SPMP (75%)	\$11,457.00	\$34,371.00
Counselor/Social Worker	Counselor	Diane Daniels (UNMMG)	SPMP (75%)	\$17,762.00	\$53,286.00
Medical Director	Clinician Ed-Asst Prof	Anilla Del Fabbro	SPMP (75%)	\$20,499.00	\$61,497.00
Registered Nurse	Clinical Ed-Asst Professor	Marybeth Graham	SPMP (75%)	\$5,930.00	\$17,790.00
Clinician Ed	Assistant Professor	Michele Iemolo	SPMP (75%)	\$5,930.00	\$17,790.00
Speech Therapist	SLP	Marci Laurel	SPMP (75%)	\$5,937.00	\$17,811.00
Speech Pathologist	SLP	TBH (Mary Mandeville-Chase)	SPMP (75%)	\$5,816.00	\$17,448.00
TBH- Psychologist	TBH- Psychologist	TBH- Psychologist	SPMP (75%)	\$5,794.00	\$17,382.00
TBH- Psychologist	TBH- Psychologist	TBH- Psychologist	SPMP (75%)	\$5,794.00	\$17,382.00
TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	SPMP (75%)	\$13,519.00	\$40,557.00
TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	SPMP (75%)	\$13,519.00	\$40,557.00
Clinician Ed-Asst Prof	Assistant Professor	Brandon Rennie	SPMP (75%)	\$5,871.00	\$17,613.00
Speech Therapist	SLP	Sylvia Sarmiento Kloeer	SPMP (75%)	\$1,750.00	\$5,250.00
Social Worker	Counselor	Debra Sugar	SPMP (75%)	\$1,750.00	\$5,250.00
Speech Therapist	SLP	Christine Vining	SPMP (75%)	\$1,939.00	\$5,817.00
Clinical Psychologist	Assistant Professor	Allan Anfinson	SPMP (75%)	\$2,016.00	\$6,048.00
Speech Pathologist	SLP	Kristin Domino (UNMMG)	SPMP (75%)	\$2,008.00	\$6,024.00
Physical Therapist	Physical Therapist	Jennifer Edwards (UNMMG)	SPMP (75%)	\$980.00	\$2,940.00
Physician	Assistant Professor	Pamela Hanson	SPMP (75%)	\$3,537.00	\$10,611.00

Physical Therapist	Assistant Professor	Sandy Heimerl	SPMP (75%)	\$2,119.00	\$6,357.00
Physician	Assistant Professor of Peds.	Seema Jacob	SPMP (75%)	\$1,977.00	\$5,931.00
Physician	Assistant Professor	TBH Physician(Mazzola)	SPMP (75%)	\$4,421.00	\$13,263.00
Occupational Therapist	Clinical Therapy Specialist	Meg McLaughlin (UNMMG)	SPMP (75%)	\$2,013.00	\$6,039.00
Speech Therapist	SLP	Alyx Medlock	SPMP (75%)	\$1,696.00	\$5,088.00
Child Development, Ph. D.	Child Development Specialist	Julie Oppenheimer	SPMP (75%)	\$1,977.00	\$5,931.00
TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	SPMP (75%)	\$13,519.00	\$40,557.00
TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	TBH- Social Worker(UNMMG)	SPMP (75%)	\$13,519.00	\$40,557.00
Physician	Associate Professor	Mareth Williams	SPMP (75%)	\$4,083.00	\$12,249.00
Clinician Ed-Assoc Prof	Assistant Professor	Dina Hill	SPMP (75%)	\$3,634.00	\$10,902.00
Physician	Professor	Andrew Hsi	SPMP (75%)	\$4,408.00	\$13,224.00
Clinical Psychologist	Assitant Professor	Peggy MacLean	SPMP (75%)	\$9,774.00	\$29,322.00
Occupational Therapist	Clinical Therapy Specialist	Una Vicenti (UNMMG)	SPMP (75%)	\$4,830.00	\$14,490.00
Counselor/Social Worker	Counselor	Karen Longnecker (UNMMG)	SPMP (75%)	\$1,513.00	\$4,539.00
Registered Nurse	Program Opns Director	Christina Barden	SPMP (75%)	\$17,179.00	\$51,537.00
RN Case Manager	Case Manager	Marissa Butler	SPMP (75%)	\$7,169.00	\$21,507.00
Assoc Dir Clinical Svcs	Clinical Svcs	Margaret Nechvatal	SPMP (75%)	\$9,233.00	\$27,699.00
Occupational Therapist	Lecturer	Heidi Sanders	SPMP (75%)	\$10,520.00	\$31,560.00
Occupational Therapist	Occupational Therapist	Robin Leinwand	SPMP (75%)	\$5,603.00	\$16,809.00
<b>75% Salaries Total</b>				<b>\$261,034.00</b>	<b>\$783,102.00</b>
Program Manager	Program Manager	Gay Finlayson	Regular (50%)	\$26,005.00	\$26,005.00
Board Certified Behavior Analyst	Board Certified Behavior Analyst	Patrick Blevins (UNMMG)	Regular (50%)	\$11,218.00	\$11,218.00
Admin Asst 3	Admin Asst 3	Elizabeth Berton- Reilly	Regular (50%)	\$8,152.00	\$8,152.00
Admin Asst 3	Admin Asst 3	Meagan Brey	Regular (50%)	\$14,997.00	\$14,997.00
Administrator Group	Administrator Group	Maria Hartman	Regular (50%)	\$6,307.00	\$6,307.00
Admin Asst 3	Admin Asst 3	Karen Hohmstein	Regular (50%)	\$16,604.00	\$16,604.00
Sr Program Therapist	Sr Program Therapist	Lisa Kalberg	Regular (50%)	\$13,236.00	\$13,236.00
Sr Program Therapist	Sr Program Therapist	Lauriann King	Regular (50%)	\$24,577.00	\$24,577.00

Accountant 2	Accountant 2	Elvira Toca	Regular (50%)	\$18,023.00	\$18,023.00	
Family Specialist	Family Specialist	Debra Montana	Regular (50%)	\$19,389.00	\$19,389.00	
Program Opns Manager	Program Opns Manager	Patricia Osbourn	Regular (50%)	\$24,465.00	\$24,465.00	
Admin Asst 3	Admin Asst 3	Clara Bass	Regular (50%)	\$14,236.00	\$14,236.00	
Unit Administrator I	Unit Administrator I	Roxanne Padilla	Regular (50%)	\$19,540.00	\$19,540.00	
Unit Administrator 2	Unit Administrator 2	Liaser Perez	Regular (50%)	\$23,195.00	\$23,195.00	
Admin Asst 2	Admin Asst 2	Marit Rawley	Regular (50%)	\$5,656.00	\$5,656.00	
Admin Asst 3	Admin Asst 3	Vanessa Romero	Regular (50%)	\$15,639.00	\$15,639.00	
Family Specialist	Family Specialist	Carmengloria Schlachter	Regular (50%)	\$18,671.00	\$18,671.00	
Admin Asst 3	Admin Asst 3	TBH- (Mary Stuart)	Regular (50%)	\$18,478.00	\$18,478.00	
Admin Asst 3	Admin Asst 3	Ricardo Wheat	Regular (50%)	\$13,926.00	\$13,926.00	
Program Manager	Program Manager	Karen Wright	Regular (50%)	\$8,245.00	\$8,245.00	
Training Support Analyst	Training Support Analyst	Somer Wright	Regular (50%)	\$18,607.00	\$18,607.00	
Admin Asst 3	Admin Asst 3	Debbie Aguilar	Regular (50%)	\$22,099.00	\$22,099.00	
Counselor/Social Worker	Counselor/Social Worker	Sarah Lancaster	Regular (50%)	\$26,740.00	\$26,740.00	
Admin Asst 3	Admin Asst 3	Angela Sosa	Regular (50%)	\$19,003.00	\$19,003.00	
Admin Asst 1	Admin Asst 1	TBH- AA1	Regular (50%)	\$14,236.00	\$14,236.00	
Admin Asst 2	Admin Asst 2	Linda Van Gulick	Regular (50%)	\$18,210.00	\$18,210.00	
Pre-Licensed Psychologist	Pre-Licensed Psychologist	Cassandra Cerros	Regular (50%)	\$20,686.00	\$20,686.00	
Medical Director	Medical Director	Marcia Moriarta	Regular (50%)	\$1,431.00	\$1,431.00	
<b>50% Salaries Total</b>				<b>\$461,571.00</b>	<b>\$461,571.00</b>	
<b>Salaries Subtotal:</b>				<b>\$722,605.00</b>	<b>\$1,244,673.00</b>	
<b>Non-Personnel Budget Category</b>				<b>Match Rate</b>	<b>UNM Cost (state and/or non-federal grant funds only)</b>	<b>Medicaid FFP</b>
<b>Fringe Benefits</b>						
Fringe Benefits for SPMP				SPMP (75%)	\$84,941.00	\$254,823.00

Fringe benefits @ 35% of personnel costs	Regular (50%)	\$175,234.00	\$ 175,234.00
<b>Fringe Benefits Subtotal:</b>		<b>\$260,175.00</b>	<b>\$ 430,057.00</b>
<b>Other Direct Costs</b>			
Other Direct Costs:			
(1) Facility Rent	Regular (50%)	\$97,552.00	\$97,552.00
<b>Other Direct Costs Subtotal:</b>		<b>\$ 97,552.00</b>	<b>\$ 97,552.00</b>
<b>Indirect Costs</b>			
Indirect costs @ 2.75%	Regular (50%)	\$29,709.00	\$ 29,709.00
<b>Indirect Costs Subtotal:</b>		<b>\$ 849,866.00</b>	<b>\$ 29,709.00</b>
		<b>TOTAL</b>	
		<b>MEDICAID</b>	<b>\$</b>
		<b>FFP:</b>	<b>1,801,991.00</b>