

JOINT POWERS AGREEMENT (JPA)

Between
The New Mexico Human Services Department
And
The New Mexico Department of Health

This Joint Powers Agreement (JPA) is entered into by and 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 Agreement Act (NMSA 1978, Section 11-1-1, et seq.).

B. On October 1, 1992, the Home and Community Based Waiver Programs were transferred from HSD to DOH by a JPA between HSD and DOH. Subsequently, there have been changes in the administration of these programs. HSD and DOH have over the years entered into new JPAs which have essentially amended the original JPA. Now once again HSD and DOH enter a new JPA on this subject.

C. HSD is the single state agency designated to administer the Medicaid Program pursuant to 42 USC section 1396a (a) (5) and 42 CFR Section 431.10.

D. DOH is responsible for delivery of statewide services including those for persons with developmental disabilities, HIV/AIDS, certain individuals who are medically fragile, and certain individuals who are disabled and elderly.

II. Purpose of Agreement

DOH is responsible for the administrative, fiscal and programmatic aspects of New Mexico's Home and Community-Based Waiver (HCBW) programs for:

- A. Individuals with developmental disabilities (DD);
- B. Medically fragile individuals; and
- C. Individuals with HIV/AIDS; and
- D. Individuals who are disabled and elderly, limited to investigations performed by DOH/Division of Health Improvement (DHI).

DOH through the Developmental Disabilities Support Division (DDSD) and the Public Health Division (PHD) is responsible for the delivery of a statewide system of services for individuals

listed in §I.A who are enrolled in a New Mexico HCBW program. DDS and PHD provide management oversight of agencies that have an approved HCBW provider agreement to assure service quality and fiscal accountability.

III. Terms of Agreement

The effective date of this agreement shall be from July 1, 2010 and shall remain in effect for four (4) years unless terminated by either party pursuant to Article X, Termination of Agreement. The parties shall review terms at the end of the first year and amend by agreement of both HSD and DOH as necessary. Ninety (90) days prior to the expiration of the agreement, the parties shall renew or renegotiate the provisions of this agreement, as indicated, or provide notice of Agreement termination. This agreement shall not be effective until approved in writing by the Department of Finance and Administration (DFA).

IV. Responsibilities of the Parties

DOH shall:

1. Recommend any changes in HCBW program direction and development through its assigned divisions to the Human Services Department, but take no action on such recommendations without prior written approval by HSD.
2. Collaborate with HSD to develop necessary program and service standards.
3. Develop service descriptions and rates for HSD's prior approval.
4. Collaborate with HSD to prepare waiver amendments and renewals within the time limits agreed upon with HSD.
5. Collaborate with HSD on policy development for delivery of HCBW services.
6. Be responsible for prior approval of designated services in accordance with criteria approved by HSD.
7. Be responsible for providing the expert testimony at fair hearings, which will be conducted by the HSD Fair Hearings Bureau.
8. Develop a provider enrollment process that outlines all applicable requirements, including training, to participate as a HCBW service provider for review and approval by HSD.
9. Submit administrative documentation in the provider application as required to include a Provider Agreement (MAD 335) for approval by HSD.

10. Develop and maintain provider agreements in compliance with all Medicaid regulations, including prior review and approval of provider agreement templates by HSD.
11. Enforce program and service regulations in accordance with Medicaid laws and regulations, and in cooperation with HSD;
12. Impose approved sanctions as necessary through the DDS or PHD on HCBW providers for failure to perform in accordance with Medicaid provider agreements, all applicable standards, and regulations that govern the HCBW programs.
13. Be fiscally and legally responsible for all its actions and responsibilities.
14. Obtain written approval from HSD prior to negotiating monetary settlements with HCBS providers.
15. Provide state matching funds for HCBW services in accordance with the federally approved Medicaid HCBW.
16. Provide state matching funds for administration of the HCBW programs to include utilization review requirements and fiscal agent costs and other costs as mutually agreed upon.
17. Inform HSD quarterly, of any findings of investigations, monitoring visits, and in a timely manner provide access to Medicaid recipient information in the Incident and Quality Management databases maintained by DOH. The parties agree to work together on the best method to provide such access on a timely basis and in manner that meets the confidentiality and data security concerns of DOH and HSD.
18. Provide to HSD such reports as are agreed upon in writing by the parties, those required by state or federal law or regulation, or others requested by state and federal authorities including those requested by the legislature or its committees.
19. Provide reasonable assistance to HSD and in any and all investigations related to HSD/MAD's Quality Assurance Bureau or HSD's Office of Inspector General for the covered programs.
20. Be responsible for the accuracy of the information necessary to satisfy federal audits on program activities related to the services provided under this agreement.

21. Ensure compliance with Centers for Medicare and Medicaid Services (CMS) HCBW quality assurances and sub-assurances through development of and ongoing participation in quality management activities, including participating on the Developmental Disabilities Quality Improvement Steering Committee (DDSQI) and DOH Advisory Committee on Quality (ACO).
22. Collaborate with HSD to develop performance measures as required by CMS. Submit evidence of performance measure monitoring to assist HSD in completing quality assurance reporting.
23. Establish service standards that ensure ongoing monitoring and reporting of providers to meet CMS HCBW quality assurances and sub-assurances.
24. Maintain an incident management system and provide reports to HSD quarterly.
25. Conduct mortality reviews in accordance with DOH policy and procedures for program recipients.
26. At HSD's request, provide information to assist with completion of CMS 372 reports.
27. Defend sanction hearings that arise from HSD or DOH determinations with assistance from DOH.
28. Provide access to quarterly reports on provider reimbursements to be defined and agreed upon by HSD and DOH.

HSD retains all authority and responsibility as specified in this Agreement and the Medical Assistance Division (MAD) is the single state Medicaid agency.

HSD shall:

29. Serve as primary contact for communication in regards to the Medicaid HCBWs with CMS, and arrange for the involvement of DOH in such communications. Retain all final programmatic, administrative, fiscal, and policy authority for the HCBW programs.
30. Review and approve program and service standards and regulations prior to formal issuance.
31. Review and approve all service descriptions developed by DOH prior to any changes to such services, including rates.
32. Determine client eligibility and level of care, as appropriate.

33. Review and approved HCBW amendments and renewals, submitting them to CMS within prescribed time lines.
34. Collaborate with DOH on policy development for delivery of HCBW services. Provide a written copy to DOH of any changes to federal and state Medicaid policies, rules and regulations that affect the operation of the HCBW programs.
35. As mutually agreed upon, conduct the review and approval of designated services for the HCBWs through the Medicaid Third Party Assessor Contractor.
36. Based on services outlined in the CMS-approved HCBWs, establish Health Insurance Portability and Accountability Act (HIPAA) compliant procedure codes for the HCBW programs.
37. Conduct fair hearings on behalf of DOH and provide the written Notice of Request for Fair Hearing and Summary of Evidence to DOH Office of General Counsel within three business days of receipt of a request for hearing.
38. Provide final approval of HCBW Provider Agreements (MAD 335) submitted by DOH.
39. Review and approve all DOH provider agreement templates as they relate to HCBW programs.
40. Prepare and distribute CMS 372 reports to CMS and DOH.
41. Provide technical assistance and consultation to DOH to assure effective operation and management of the HCBW program.
42. Be fiscally and legally responsible for all its actions and responsibilities as defined within this agreement, including developing and maintaining adequate fiscal infrastructure to prevent inappropriate payment of direct services and claims associated with the HCBW programs. Serve as fiscal agent, through it contract arrangement providing reimbursement for claims.
43. Retain final approvals for all monetary settlements with providers and all rate negotiations with providers concerning services delivered under this Agreement.
44. Draw down federal funds to support approved HCBW services.

45. Transfer federal funds to DOH for approved administrative costs attributable to DOH.
46. Receive and review on a quarterly basis findings of investigations and monitoring visits conducted by DOH.
47. Receive and review reports submitted by DOH and required by state or federal law or regulation, or others requested by state and federal authorities including, those requested by the legislature or its committees.
48. Provide DOH user access to the HCBW-related data from the Medicaid data warehouse.
49. Participate in quality management activities related to the CMS HCBW program assurances, including participation as a member of the Developmental Disabilities Quality Improvement Steering Committee and the DOH Advisory Council on Quality (ACQ).
50. Collaborate with DOH to develop performance measures as required by CMS. Oversee the operations and monitoring of performance measures.
51. Provide DOH with timely and accurate data from the Medicaid Trading Partner Agreement (TPA) and fiscal intermediary contractors for purposes of monitoring the CMS HCBW quality assurances and sub-assurances as well as ongoing system improvement of the HCBWs.
52. Receive and review quarterly incident management reports.
53. Participate in DOH Mortality Review Committee of covered waiver recipients through a licensed or registered clinical professional designated by HSD.

V. Budget Activities

DOH shall:

1. Hold monthly budget projection meetings with HSD and both agencies shall agree on the amount prior to the budget request submission on September 1 of each year.
2. Provide Budget Adjustment Requests (BAR) and Grant Management changes to HSD at monthly meetings.
3. Certify the state share of delineated administrative costs, and bill HSD monthly in

accordance with all applicable Code of Federal Regulations within 45 days from the end of each month (with the exception of June, during which invoices must be received within 30 days of the end of the month.) for the federal share of administrative costs agreed upon per IV.16. of this agreement. Invoices must be in a format and with documentation for the state and federal share as required by HSD.

4. Participate in an annual audit of submitted expenses by HSD.

HSD shall:

1. Review DOH's appropriations (operating budget) and both agencies shall agree on the amount prior to the submission of the budget request on September 1 of each year.
2. Hold monthly budget projection meetings with DOH.
3. Submit invoices to the appropriate division for the State general fund match related to the cost of services provided through the HCBW programs.
4. Review invoices and reimburse DOH for the federal share of administrative costs for approved invoices, per V. 3 under "DOH shall."

VI. Administering Agency

HSD retains all authority and responsibility as specified in this JPA and the Medical Assistance State Plan as the single state Medicaid agency.

VII. Payment

DOH shall:

1. Bill HSD for the administrative costs related to the Medicaid waivers, in a manner specifically delineated by HSD, in accordance with rates approved by HSD. Comply with billing process and submission and payment time frames as set forth in applicable laws and regulations concerning payment for direct Medicaid Services;
2. At the end of each month DOH Grants Management Bureau shall certify and bill HSD MAD for the Medicaid federal share of the administrative costs for the Medicaid waiver programs within 30 days of the quarter's end. DOH will provide a report with the details upon which such reimbursement can be made. The format may be adjusted as necessary for audit purposes; and

3. Provide HSD MAD with an estimate of the June invoice before July 15, 2010.

HSD shall:

1. Reimburse DOH for the Medicaid federal share of the administrative costs for the Medicaid waiver programs within 10-15 days of receipts of monthly billings.

VIII. Property

Upon termination of this agreement, property acquired by the parties to fulfill the terms of this agreement shall remain in the possession of, and shall remain the property of the party acquiring the property.

IX. Return of Funds

Upon termination or after the completion of the services provided for herein, surplus state funds, if any, shall be utilized in accordance with DOH reversion requirements.

X. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice not less than ninety (90) days. Such notice of termination, however, shall not alter performance obligations incurred by either party prior to receipt of the notice. HSD may terminate immediately upon confirmation by the Secretary of HSD of fraud, negligence, or abuse in services or claims by DOH or breach of the provisions of this JPA.

If the CMS changes the funding methodology for the New Mexico Medicaid program, or state or federal legislation is enacted, or Medicaid policy change that materially modifies either of the parties obligations under this Agreement, this JPA will be terminated effective the date of receipt of such written notice.

XI. Funds Accountability

HSD and DOH shall maintain fiscal records for a minimum of five (5) years, as required by applicable federal and state laws and regulations, follow generally accepted accounting principles, and account quarterly for all receipts and disbursements of funds transferred between the parties, pursuant to this JPA.

XII. 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. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.

XIII. State Plan Amendment Approval

Terms and conditions of this agreement are contingent upon final written approval of any Medical Assistance State Plan Amendments by CMS.

XIV. Amendments

Any and all amendments shall be made in writing and shall be agreed to and executed by the respective agency Secretaries and the Department of Finance and Administration before becoming effective.

XV. Confidentiality

A. Any confidential information, as defined in state or federal law, code, rules, or regulations, regarding HSD's Medicaid participants that is provided to, or developed by, DOH shall not be made available by DOH to any individual outside of DOH or any organization outside of DOH without prior written approval of HSD, unless the Medicaid participant has consented to release, or unless the information is required by a court of competent jurisdiction, or other legal process.

B. DOH warrants that it will retain all confidential information belonging to HSD's Medicaid participants, and will not disclose it to anyone without the explicit written permission of HSD, unless the Medicaid participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process. DOH recognizes that irreparable harm can be caused to HSD and its participants and, accordingly, HSD may refuse or enjoin such disclosure. DOH will be solely responsible for any violations by DOH or its agents. HSD will be solely responsible for any violations by HSD or its agents. Any liability incurred in connection with this agreement is subject to the immunities and limitation of the Tort Claims Act.

C. DOH shall (1) notify HSD promptly of any unauthorized possession, use, or knowledge of HSD data, files or other confidential information; (2) furnish to HSD within five (5) days full details of the unauthorized possession, use or knowledge of HSD data files or other confidential information; and (3) assist HSD in an investigation of the matter and

take steps to prevent a reoccurrence.

D. This confidentiality agreement shall be binding on the parties and their agents.

XVI. Entire Agreement

This agreement incorporates the entire understanding between the parties and all prior negotiations and discussions whether verbal or written have been merged herein or waived. No other representations shall be binding upon the parties unless or until incorporated by amendment.

IN WITNESS WHEREOF, parties have executed this JPA:

By: Kathryn Falls
Kathryn Falls, Secretary
Human Services Department
Date: 6/30/10

By: [Signature]
for Mark H. Reynolds, Acting General Counsel
Human Services Department
Date: 6/30/10

By: [Signature]
for Secretary
Department of Health
Date: 6-29-10

By: [Signature]
Asst - General Counsel
Department of Health
- for legal staff.
Date: 6/29/10

By: [Signature]
Secretary
Department of Finance and Administration
Date: 7/8/10

JOINT POWERS AGREEMENT (JPA)

Between
The New Mexico Human Services Department
And
The New Mexico Department of Health

THIS AMENDMENT to JOINT POWERS AGREEMENT (JPA) 11-630-8000-0003 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as "HSD", and the State of New Mexico **Department of Health (DOH)**, hereinafter referred to as the "Contractor".

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

Section IV. Responsibilities of the Parties

DOH shall:

1. Recommend any changes in HCBW program direction and development through its assigned divisions to the Human Services Department, but take no action on such recommendations without prior written approval by HSD.
2. Collaborate with HSD to develop necessary program and service standards.
3. Develop service descriptions and rates for HSD's prior approval.
4. Collaborate with HSD to prepare waiver amendments and renewals within the time limits agreed upon with HSD.
5. Collaborate with HSD on policy development for delivery of HCBW services.
6. Be responsible for prior approval of designated services in accordance with criteria approved by HSD.
7. Be responsible for providing the expert testimony at fair hearings, which will be conducted by the HSD Fair Hearings Bureau.
8. Develop a provider enrollment process that outlines all applicable requirements, including training, to participate as a HCBW service provider for review and approval by HSD.
9. Submit administrative documentation in the provider application as required to include a Provider Agreement (MAD 335) for approval by HSD.
10. Develop and maintain provider agreements in compliance with all Medicaid regulations, including prior review and approval of provider agreement templates by HSD.

11. Enforce program and service regulations in accordance with Medicaid laws and regulations, and in cooperation with HSD.
12. Impose approved sanctions as necessary through the DDS or PHD on HCBW providers for failure to perform in accordance with Medicaid provider agreements, all applicable standards, and regulations that govern the HCBW programs.
13. Be fiscally and legally responsible for all its actions and responsibilities.
14. Obtain written approval from HSD prior to negotiating monetary settlements with HCBS providers.
15. Inform HSD quarterly, of any findings of investigations, monitoring visits, and in a timely manner provide access to Medicaid recipient information in the Incident and Quality Management databases maintained by DOH. The parties agree to work together on the best method to provide such access on a timely basis and in manner that meets the confidentiality and data security concerns of DOH and HSD.
16. Provide to HSD such reports as are agreed upon in writing by the parties, those required by state or federal law or regulation, or others requested by state and federal authorities including those requested by the legislature or its committees.
17. Provide reasonable assistance to HSD in any and all investigations related to HSD/MAD's Quality Assurance Bureau or HSD's Office of Inspector General for the covered programs.
18. Be responsible for the accuracy of the information necessary to satisfy federal audits on program activities related to the services provided under this agreement.
19. Ensure compliance with Centers for Medicare and Medicaid Services (CMS) HCBW quality assurances and sub-assurances through development of and ongoing participation in quality management activities, including participating on the Developmental Disabilities Quality Improvement Steering Committee (DDSQI) and DOH Advisory Committee on Quality (ACO).
20. Collaborate with HSD to develop performance measures as required by CMS. Submit evidence of performance measure monitoring to assist HSD in completing quality assurance reporting.
21. Establish service standards that ensure ongoing monitoring and reporting of providers to meet CMS HCBW quality assurances and sub-assurances.
22. Maintain an incident management system and provide reports to HSD quarterly.
23. Conduct mortality reviews in accordance with DOH policy and procedures for program recipients.

24. At HSD's request, provide information to assist with completion of CMS 372 reports.
25. Defend sanction hearings that arise from HSD or DOH determinations with assistance from DOH.
26. Provide access to quarterly reports on provider reimbursements to be defined and agreed upon by HSD and DOH.
27. Oversee the Supports Intensity Scale (SIS) and resource allocation projects related to the DD Waiver. Ensure that the contractors meet deliverables and approve contractor invoices prior to sending them to HSD for payment.

HSD remains the single state Medicaid agency and retains all authority and responsibility as specified in this Agreement and as administered through its Medical Assistance Division (MAD).

Section IV. Responsibilities of the Parties

HSD shall:

28. Serve as primary contact for communication in regards to the Medicaid HCBWs with CMS, and arrange for the involvement of DOH in such communications. Retain all final programmatic, administrative, fiscal, and policy authority for the HCBW programs.
29. Review and approve program and service standards and regulations prior to formal issuance.
30. Review and approve all service descriptions developed by DOH prior to any changes to such services, including rates.
31. Determine client eligibility and level of care, as appropriate.
32. Review and approve HCBW amendments and renewals, submitting them to CMS within prescribed time lines.
33. Collaborate with DOH on policy development for delivery of HCBW services. Provide a written copy to DOH of any changes to federal and state Medicaid policies, rules and regulations that affect the operation of the HCBW programs.
34. As mutually agreed upon, conduct the review and approval of designated services for the HCBWs through the Medicaid Third Party Assessor Contractor.
35. Based on services outlined in the CMS-approved HCBWs, establish Health Insurance Portability and Accountability Act (HIPAA) compliant procedure codes for the HCBW programs.
36. Conduct fair hearings on behalf of DOH and provide the written Notice of Request for Fair Hearing and Summary of Evidence to DOH Office of General Counsel within three

- business days of receipt of a request for hearing.
37. Provide final approval of HCBW Provider Agreements (MAD 335) submitted by DOH.
 38. Review and approve all DOH provider agreement templates as they relate to HCBW programs.
 39. Prepare and distribute CMS 372 reports to CMS and DOH.
 40. Provide technical assistance and consultation to DOH to assure effective operation and management of the HCBW program.
 41. Be fiscally and legally responsible for all its actions and responsibilities as defined within this agreement, including developing and maintaining adequate fiscal infrastructure to prevent inappropriate payment of direct services and claims associated with the HCBW programs. Serve as fiscal agent, through its contract arrangement providing reimbursement for claims.
 42. Retain final approvals for all monetary settlements with providers and all rate negotiations with providers concerning services delivered under this Agreement.
 43. Receive and review on a quarterly basis findings of investigations and monitoring visits conducted by DOH.
 44. Receive and review reports submitted by DOH and required by state or federal law or regulation, or others requested by state and federal authorities including, those requested by the legislature or its committees.
 45. Provide DOH user access to the HCBW-related data from the Medicaid data warehouse.
 46. Participate in quality management activities related to the CMS HCBW program assurances, including participation as a member of the Developmental Disabilities Quality Improvement Steering Committee and the DOH Advisory Council on Quality (ACQ).
 47. Collaborate with DOH to develop performance measures as required by CMS. Oversee the operations and monitoring of performance measures.
 48. Provide DOH with timely and accurate data from the Medicaid Trading Partner Agreement (TPA) and fiscal intermediary contractors for purposes of monitoring the CMS HCBW quality assurances and sub-assurances as well as ongoing system improvement of the HCBWs.
 49. Receive and review quarterly incident management reports.
 50. Participate in DOH Mortality Review Committee of covered waiver recipients through a licensed or registered clinical professional designated by HSD.

51. Reimburse the SIS and resource allocation contractors upon receipt of approved invoices from DOH.

Section V. Budget Activities

DOH shall:

1. Provide state matching funds for HCBW services in accordance with the federally approved Medicaid HCBW.
2. Provide state matching funds for administration of the HCBW programs to include utilization review requirements and fiscal agent costs and other costs as mutually agreed upon.
3. Hold monthly budget projection meetings with HSD and both agencies shall agree on the amount prior to the budget request submission on September 1 of each year.
4. Provide Budget Adjustment Requests (BAR) and Grant Management changes to HSD at monthly meetings.
5. Participate in an annual audit of submitted expenses by HSD.

Section V. Budget Activities

HSD shall:

1. Draw down federal funds to support approved HCBW services.
2. Transfer federal funds to DOH for approved administrative costs attributable to the HCBW programs.
3. Review DOH's appropriations (operating budget) and both agencies shall agree on the amount prior to the submission of the budget request on September 1 of each year.
4. Hold monthly budget projection meetings with DOH.
5. Review invoices and reimburse DOH for the federal share of administrative costs for approved invoices, per V. 3 under "DOH shall."

Section VII. Payment

DOH shall:

1. Bill HSD for the administrative costs related to the Medicaid waivers, in a manner specifically delineated by HSD, in accordance with rates approved by HSD. Comply with billing process and submission and payment time frames as set forth in applicable laws and regulations concerning payment for direct Medicaid Services;

2. Reimburse HSD for the state share of administrative costs related to the SIS assessment implementation and resource methodology activities.
3. Reimburse HSD for the State general fund match related to the cost of services provided through the HCBW programs.
4. At the end of each quarter, DOH Grants Management Bureau shall certify and bill HSD MAD for the Medicaid federal share of the administrative costs for the Medicaid waiver programs within 30 days of the quarter's end. DOH will provide a report with the details upon which such reimbursement can be made. The format may be adjusted as necessary for audit purposes; and
5. Provide HSD MAD with an estimate of the June invoice before July 15, 2010.

Section VII. Payment

HSD shall:

1. Reimburse DOH for the Medicaid federal share of the administrative costs for the Medicaid waiver programs within 10-15 days of receipts of quarterly billings.
2. Submit invoices to the appropriate division for the State general fund match related to the cost of services provided through the HCBW programs.
3. Submit invoices to the appropriate division for the State general fund to support the administrative or contractual service expenses related to the HCBW of this agreement.
4. Invoice DOH for administrative costs related to the Supports Intensity Scale (SIS) assessment implementation and resource methodology activities.

All other articles of this Joint Powers Agreement remain the same.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, parties have executed this JPA.

By: Sidonie Squier
Sidonie Squier, Secretary
Human Services Department

3/29/11
Date

By: Lawrence O. Maxwell
Lawrence O. Maxwell, Assistant General Counsel
Human Services Department

3/28/11
Date

By: Catherine Torres
Catherine Torres, Secretary
Department of Health

3/24/2011
Date

By: [Signature]
Asst General Counsel
Department of Health
(City legal staff.)

3/22/11
Date

By: Richard E. May
Richard May, Secretary
Department of Finance and Administration

4/13/11
Date

JOINT POWERS AGREEMENT (JPA)

Between
The New Mexico Human Services Department
And
The New Mexico Department of Health

RECEIVED

FEB 12 2013

DFA
OFFICE OF THE SECRETARY

THIS AMENDMENT #2 to JPA 11-630-8000-0003 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".

Now therefore, the HSD and DOH do mutually agree as follows:

Section IV: Responsibilities of the Parties, DOH shall, is amended by adding item 28, which reads as follows:

28. Transfer State General Fund for six (6) FTE to HSD in the amount of sixty thousand two hundred forty dollars (\$60,240) for FY13 and one hundred ninety seven thousand four hundred thirty three dollars (\$197,433) for FY14 for Home and Community Based Waiver (HCBW) services in accordance with the federally approved Medicaid Home and Community Based Waivers, as amended.

Each of the subsequent items in Section IV shall be renumbered, consistent with this paragraph.

Section V: Budget Activities, DOH shall, is amended by adding item 6, which reads as follows:

6. Transfer State General Fund for 6 FTE to HSD in the amount of sixty thousand two hundred forty dollars (\$60,240) for FY13 and one hundred ninety seven thousand four hundred thirty three dollars (\$197,433) for FY14 for HCBW services in accordance with the federally approved Medicaid Home and Community Based Waivers, as amended.

Section VII: Payment, DOH shall, is amended by adding item 6, which reads as follows:

6. Transfer State General Fund for 6 FTE to HSD in the amount of sixty thousand two hundred forty dollars (\$60,240) for FY13 and one hundred ninety seven thousand four hundred thirty three dollars (\$197,433) for FY14 for HCBW services in accordance with the federally approved Medicaid Home and Community Based Waivers, as amended.

All other Sections of JPA 11-630-8000-0003 remain the same.

IN WITNESS WHEREOF, parties have executed this JPA:

By: *Sidonie Squin* _____ Date 2/5/13
Cabinet Secretary
Human Services Department

By: *[Signature]* _____ Date 2/5/13
General Counsel
Human Services Department

By: *James W. Auer* _____ Date 1/29/13
Cabinet Secretary
Department of Health

By: *[Signature]* _____ Date 1/29/13
General Counsel
Department of Health

By: *Sharon Cotton* _____ Date 2-18-13
Secretary
Department of Finance and Administration

JK

RECEIVED

JUL 17 2014

DFA

OFFICE OF THE SECRETARY

JOINT POWERS AGREEMENT (JPA)

BETWEEN

THE NEW MEXICO HUMAN SERVICES DEPARTMENT

AND

THE NEW MEXICO DEPARTMENT OF HEALTH

AMENDMENT No. 3

THIS AMENDMENT #3 to JPA 11-630-8000-0003 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 III, Terms of Agreement, is amended and reads as follows:

III. Terms of Agreement

The effective date of this agreement shall be from July 1, 2010 and shall remain in effect for five (5) years unless terminated by either party pursuant to Article X, Termination of Agreement. The parties shall review terms at the end of the first year and amend by agreement of both HSD and DOH as necessary. Ninety (90) days prior to the expiration of the agreement, the parties shall renew or renegotiate the provision of this agreement, as indicated, or provide notice of Agreement Termination. The agreement shall not be effective until approved in writing by the Department of Finance and Administration (DFA).

All other Sections of JPA 11-630-8000-0003, as amended, remain the same.

IN WITNESS WHEREOF, parties have executed this JPA:

Human Services Department:

By: Sidonie Squan
HSD Cabinet Secretary

7/9/14
Date

By: Jane Korman
HSD Chief Financial Officer

nd/ce
Date

Approved to form and legal sufficiency:

By: [Signature]
HSD General Council

7/2/14
Date

Department of Health:

By: Peter Ward
DOH Cabinet Secretary

6/30/14
Date

By: [Signature]
DOH Chief Financial Officer

6-30-14
Date

Approved to form and legal sufficiency:

By: [Signature]
DOH General Council

6/30/14
Date

Department of Finance and Administration

By: [Signature]
DFA Cabinet Secretary

8/7/14
Date

JOINT POWERS AGREEMENT (JPA)

BETWEEN

THE NEW MEXICO HUMAN SERVICES DEPARTMENT

AND

THE NEW MEXICO DEPARTMENT OF HEALTH

AMENDMENT No. 4

THIS AMENDMENT #4 to JPA 11-630-8000-0003 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 III, Terms of Agreement, is amended and reads as follows:

III. Terms of Agreement

The effective date of this Agreement shall be July 1, 2010. This Agreement shall remain in full force and effect until terminated by either party upon ninety (90) days prior written notice. Such termination by either of the parties shall not nullify obligations already incurred prior to the date of termination. This Agreement shall not be effective until approved in writing by the Department of Finance and Administration (DFA).

All other Sections of JPA 11-630-8000-0003, as amended, remain the same.

IN WITNESS WHEREOF, parties have executed this JPA:

Human Services Department:

By: 
HSD Cabinet Secretary

6/24/15
Date

By: 
HSD Chief Financial Officer


6/24/15
Date

Approved to form and legal sufficiency:


By: 
HSD General Counsel

6/12/15
Date

Department of Health:

By: 
DOH Cabinet Secretary

6/8/15
Date

By: 
DOH Chief Financial Officer

6-5-15
Date

Approved to form and legal sufficiency:

By: 
DOH General Counsel

6/3/15
Date

Department of Finance and Administration

By: 
DFA Cabinet Secretary

7/6/15
Date