

**STATE OF NEW MEXICO  
JOINT POWERS AGREEMENT  
AMONG  
MEDICAL ASSISTANCE DIVISION OF THE DEPARTMENT OF  
HUMAN SERVICES,  
PUBLIC HEALTH DIVISION OF THE DEPARTMENT OF HEALTH,  
AND  
DEVELOPMENTAL DISABILITIES DIVISION OF THE DEPARTMENT OF HEALTH  
REGARDING  
SERVICE COORDINATION, EARLY INTERVENTION DEVELOPMENTAL SERVICES,  
EARLY INTERVENTION THERAPY SERVICES, AND  
THE CHILDREN'S CHRONIC CONDITIONS REGISTRY  
ADULT TARGETED CASE MANAGEMENT**

JPA#95-29

**I. RECITALS**

WHEREAS, the signatories are public agencies authorized to enter into Joint Powers Agreements in accordance with and pursuant to the Joint Powers Agreements Act, sections 11-1-1 through 11-1-7, New Mexico Statutes Annotated, 1978;

WHEREAS, the Medical Assistance Division (MAD) of the Human Services Department (HSD) is the state authority for administering the Medicaid program of Title XIX of the Social Security Act, as amended, including the Early Periodic Screening, Diagnosis and Treatment program (EPSDT).

WHEREAS, the Developmental Disabilities Division (DDD) of the Department of Health (DOH) has been designated by the Governor and the legislature in section 28-18-1 NMSA 1978 (1994 Cum-Supp) as the lead agency for the administration of the provisions of early intervention for Part H of the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. Section 1471, et seq.;

WHEREAS, DDD is charged through state and federal statute, with the implementation of a system of early intervention services, called the Family Infant Toddler Program, for children who have, or are at risk for, developmental delays;

WHEREAS, the Children's Medical Services (CMS) of the Public Health Division (PHD) of DOH is responsible for the implementation of Title V of the Social Security Act in the state;

WHEREAS, PHD, MAD, and DDD share goals and obligations with regard to the well-being of children and desire to collaborate so as to jointly discharge such obligations in an efficient and effective manner;

**ATTACHMENT A  
BUDGET PROVISIONS FOR 1995-1996**

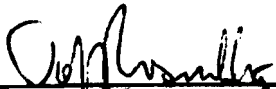
- I. For state fiscal year 1996, DDD shall transfer \$19,980 in Part H funds to CMS to assist in the funding of the Children's Chronic Condition Registry. Transfer of funds in subsequent years shall be negotiated annually.
- II. For state fiscal year 1996, MAD shall transfer the federal share of funds for Medicaid allowable administrative costs associated with providing EPSDT service coordination/case management for children to CMS.
- III. For state fiscal year 1996, DDD shall transfer to MAD the state's matching funds for the cost of providing early intervention development services and early intervention therapy services provided to Medicaid eligible children.
- IV. For state fiscal year 1996, MAD shall transfer the federal share of medicaid allowable administrative costs associated with early intervention developmental services and early intervention therapy services provided to Medicaid-eligible children to the DDD. Specifications are contained in Attachment B.
- V. For state fiscal year 1996, DDD shall transfer funds to CMS for the provision of service coordination/case management services to Non-Medicaid-eligible children, which is not to exceed \$280,000.
- VI. For state fiscal year 1996, DDD shall transfer to MAD the state's matching funds for the cost of providing Adult Targeted Case Management services.



\_\_\_\_\_  
Larry A. Martinez, Director  
Development Disabilities  
Division, Department of Health

3/8/96

Date



\_\_\_\_\_  
Toby Rosenblatt  
Deputy Director, Public  
Health Division, Department  
of Health

3/14/96

Date

## DFA/Joint Powers Agreement (JPA) Brief

1. Lead party: NEW MEXICO HUMAN SERVICES DEPARTMENT / MEDICAL ASSISTANCE DIVISION
2. Secondary party: NEW MEXICO DEPARTMENT OF HEALTH (PHD-CMS & DDD)
3. Contact person: JAVIER ACEVES Phone: 827-2574
4. Name of person to route approved JPA to: JAVIER ACEVES Phone: 827-2574
5. Name of person completing this brief: IRENE TRUJILLO Phone: 827-2574
6. JPA or amendment amount - Fed: \$ 19,980.00 State: \$ 1,305,000.00  
Local. Gov.: \$ \_\_\_\_\_
7. JPA term: starts on DFA approval Yes/No (circle correct answer). If starting date is earlier than date of DFA approval, put starting date here JULY 1, 1994 and submit justification letter, see #10 below. JPA expires on ON - GOING.
8. For amendments: date original JPA expires: \_\_\_\_\_. (If original JPA has expired, you must submit justification letter, see #11 below).

9. Brief description of JPA: Provide Case Management Services to families of infants and toddlers with developmental disabilities in compliance with Part H and in conjunction with EPSDT.

- |     | <u>Yes</u>   | <u>No</u>  | <u>N/A</u>   |   |
|-----|--------------|------------|--------------|---|
| 10. | <u>   </u>   | <u>   </u> | <u>  X  </u> | If starting is earlier than date of DFA approval, is letter of justification requesting retroactive approval attached? (Letter must show good cause and be signed by one of the parties).   |
| 11. | <u>   </u>   | <u>   </u> | <u>  X  </u> | For amendments: If original JPA has expired, is letter of justification requesting retroactive approval attached? (Letter must show no other alternative exists, expiration of JPA was beyond the parties control, and be signed by one of the parties).  |
| 12. | <u>  X  </u> | <u>   </u> | <u>   </u>   | Does JPA provide for expenditure or transfer of public funds by a state agency? (All such public money must be budgeted).   |
| 13. | <u>  X  </u> | <u>   </u> | <u>   </u>   | If answer to #12 is yes, is copy of Miscellaneous Encumbrance Document (or equivalent) attached? (MED requirement applies only to <u>state agencies</u> ; unprocessed MED must be submitted with this Brief).   |
| 14. | <u>  X  </u> | <u>   </u> | <u>   </u>   | Does JPA provide for transfer of local, state or federal funds to a <u>state</u> agency?  |
| 15. | <u>  X  </u> | <u>   </u> | <u>   </u>   | If the answer to #14 is yes, is the recipient state agency authorized either through an appropriation or through language in Laws of 1988 Chapter 107, General Appropriation Act, to increase the operating budget from inter-agency transfers? (Cite or attach legislative authority permitting budget increases from such transfers). |
| 16. | <u>  X  </u> | <u>   </u> | <u>   </u>   | Is completed JPA and/or amendment with <u>original</u> signatures attached? (I must retain 1 original).   |
| 17. | <u>  X  </u> | <u>   </u> | <u>   </u>   | Are <u>at least two</u> copies of JPA and/or amendment attached? (One (or more if provided) copy goes to the person designated in #4 above; one copy must go to the State Board of Finance).  |

DFA/Joint Powers Agreement (JPA) Brief

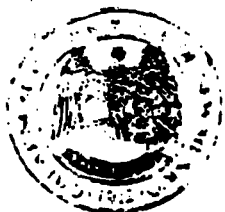
- | <u>Yes</u> | <u>No</u>  | <u>N/A</u> |     |  |
|------------|--|------------|-----|--|
| 18.        | <u>X</u>   | ___        | ___ | Has JPA and/or amendment been executed by authorized officers, employees or other representatives empowered to bind their respective entities? (State agencies must follow DFA Rule 78-5; signatories' titles must be provided; proof of delegation of signature authority must be provided where applicable.)   |
| 19.        | <u>X</u>   | ___        | ___ | Are all exhibits referred to in JPA attached? (This is mandatory).   |
| 20.        | Are Parties One of the Following? (Only the following can enter into JPAs.)  |            |     |  |
|            | <u>X</u>   | ___        | ___ | Federal Government or federal department or agency.  |
|            | ___  | ___        | ___ | This state, adjoining state or any state department or agency.   |
|            | ___  | ___        | ___ | Indian Tribe or Pueblo.  |
|            | ___  | ___        | ___ | County, municipality, public corporation, public district of this state or an adjoining state. (If a party is a "public corporation," you must attach documentation evidencing this).  |
|            | ___  | ___        | ___ | State educational institution specified in Article 12, Section 11, of the NM Constitution.   |
|            | ___  | ___        | ___ | Any school district in this state.   |
| 21.        | <u>X</u>   | ___        | ___ | Does JPA jointly exercise any power common to the parties? (This is mandatory. Transferring funds from one public agency to another public agency does not constitute the joint exercise of a power common to public agencies; mere creation of a landlord-tenant relationship between the parties does not constitute the joint exercise of a power common to public agencies). |
| 22.        | <u>X</u>   | ___        | ___ | Is the purpose of the JPA clearly specified? (This is mandatory).  |
| 23.        | <u>X</u>   | ___        | ___ | Is the method by which the purpose will be accomplished and the manner in which any power will be exercised under the JPA (including method and manner of payment for services) clearly detailed? (This is mandatory).   |
| 24.        | <u>X</u>   | ___        | ___ | Does the JPA provide for strict accountability of all receipts and disbursements? (This is mandatory unless no money is involved).   |
| 25.        | <u>X</u>   | ___        | ___ | Does the JPA address disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of powers? (This is mandatory unless no property is involved).   |
| 26.        | <u>X</u>   | ___        | ___ | After completion of the JPA's purpose, does the JPA specify that any surplus money on hand shall be returned in proportion to the contributions made? (This is mandatory if surplus money is conceivable).   |
| 27.        | <u>X</u>   | ___        | ___ | Has JPA and/or Amendment been reviewed by legal counsel? If yes, please give counsel's name and entity represented   |
|            |  |            |     | <u>Atty H. Ross, DCA Assisted General Counsel</u>  |
| 28.        | Provide signature and title of agency head, local public body chief officer or appropriate fiscal officer of lead party verifying all information set forth above. (Generally, this can be the same person who signs the JPA). |            |     |  |

APPROVED:

J. Alex Valdez  
 J. ALEX VALDES, SECRETARY  
 DEPARTMENT OF HEALTH

DATE:

8/25/95



**NEW MEXICO HUMAN SERVICES DEPARTMENT**

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



May 8, 1995

**TO: David Harris, Secretary  
Department of Finance & Administration**

**FROM: Dorothy Danfelser, Secretary**

**SUBJECT: Justification/Request for Retroactive Effective Date-  
JPA between HSD and DOH To Perform Case Management  
Services**

The development of this JPA was initiated in April of 1994, and, due to lengthy and complex negotiations, legal reviews and issues regarding matching funds, was not approved by all parties involved (DOH Developmental Disabilities Division, Public Health Division - Children's Medical Services, and HSD Medical Assistance Division) until March of 1995. The end result is a consolidation of three agreements into one which will improve administrative interaction between agencies.

Children's Medical Services and DDD Community providers continue to perform service coordination / case management services as negotiated in the existing agreement, JPA #79-8, during the interim. These services are an integral part of the Developmental Disabilities Service Delivery System, whose programs provide all service coordination to children eligible for services under the Individuals with Disabilities Education Act (IDEA), Part H. The Department of Health is the lead agency in participating in this federally funded program, which entitles all children from birth to three years of age who have developmental delays or are at risk of delay to services. A delay in providing these services would put the Department of Health out of compliance with IDEA, Part H, mandates which would, in turn, jeopardize federal funding associated with IDEA, Part H. It would also severely hamper the ability of the DDD Service Delivery System in meeting the demand for services in the State of New Mexico.

Please let me know if you require anything further.

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

*James Triner*  
\_\_\_\_\_  
David Harris, Secretary  
Department of Finance & Administration

*5/31/95*  
\_\_\_\_\_  
Date

*for*



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JPA#95-29

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**WHEREAS, the signatories are public agencies authorized to enter into Joint Powers Agreements in accordance with and pursuant to the Joint Powers Agreements Act, sections 11-1-1 through 11-1-7, New Mexico Statutes Annotated, 1978;**

**WHEREAS, the Medical Assistance Division (MAD) of the Human Services Department (HSD) is the state authority for administering the Medicaid program of Title XIX of the Social Security Act, as amended, including the Early Periodic Screening, Diagnosis and Treatment program (EPSDT).**

**WHEREAS, the Developmental Disabilities Division (DDD) of the Department of Health (DOH) has been designated by the Governor and the legislature in section 28-18-1 NMSA 1978 (1994 Cum-Supp) as the lead agency for the administration of the provisions of early intervention for Part H of the Individuals with Disabilities Education Act (IDEA) 20 U.S.C. Section 1471, et seq.;**

**WHEREAS, DDD is charged through state and federal statute, with the implementation of a system of early intervention services, called the Family Infant Toddler Program, for children who have, or are at risk for, developmental delays;**

**WHEREAS, the Children's Medical Services (CMS) of the Public Health Division (PHD) of DOH is responsible for the implementation of Title V of the Social Security Act in the state;**

**WHEREAS, PHD, MAD, and DDD share goals and obligations with regard to the well-being of children and desire to collaborate so as to jointly discharge such obligations in an efficient and effective manner;**

THEREFORE, PHD, MAD, and DDD, hereinafter referred to collectively as the "Parties" to this Agreement, in consideration of the mutual covenants and stipulations set out herein, hereby agree as follows:

## **II. DEFINITIONS**

As used in this Agreement:

- A. "Certified" means a provider approved by DOH to provide Medicaid Early Intervention Services.
- B. "CMS" means Children's Medical Services of the Public Health Division of the New Mexico Department of Health.
- C. "DDD" means the Developmental Disabilities Division of the New Mexico Department of Health.
- D. "DOH" means the New Mexico Department of Health.
- E. "Early Intervention Developmental Services" means activities to enhance development in any of six the developmental domains: physical/motor, communication, adaptive, cognitive, social or emotional, and sensory skills. Intervention procedures are designed to reach the identified outcomes within each Individualized Family Service Plan (IFSP). Early Intervention Developmental Services include anticipatory guidance and other advisory activities within the interdisciplinary team and planning/preparation to support the IFSP.
- F. "Early Intervention Therapy Services" means activities designed to enhance the development of the child in physical/motor, communication, adaptive, cognitive, social or emotional, and sensory skills. Therapy services include speech/language, physical therapy, occupational therapy, and/or family counseling. Therapy Services generally involve the family and are designed to assist the family and to support and enhance the eligible child's development.
- G. "Eligible infants and toddlers" means children who have or are at risk for, developmental delays as defined by the Department of Health. For these purposes, the term is inclusive of the family of the identified child.
- H. "EPSDT" means the Early Periodic Screening, Diagnosis, and Treatment Program of the Medical Assistance Division of the New Mexico Human Services Department.
- I. "HSD" means the New Mexico Human Services Department.

- J. **"IFSP" means Individualized Family Service Plan.**
- K. **"Include" means the responsibilities and duties named are not all of the possible responsibilities and duties.**
- L. **"MAD" means the Medical Assistance Division of the New Mexico Human Services Department.**
- M. **"Monitoring" means review of certified provider agency records, activities and quality of service delivery.**
- N. **"OBRA" means the federal Omnibus Budget Reconciliation Act, of 1989.**
- O. **"PHD" means Public Health Division of the New Mexico Department of Health.**
- P. **"SUR" Section means Surveillance and Utilization Review Program, a section of the Program Support Bureau, Medical Assistance Division, of the Human Services Department.**
- Q. **"Service Coordination" or case management means:**
1. **Coordinating the performance of evaluations and assessments, including, with the permission of the parent/guardian, identification of family strengths and needs;**
  2. **Assisting individuals, families and/or guardians in identifying available service providers;**
  3. **Facilitating and participating in the development, review, evaluation, and revision of Individualized Family Service Plan or Individual Service Plan (ISP), including, when appropriate, transition plans;**
  4. **Assisting parents of eligible infants and toddlers in gaining access to early intervention and other services identified in the IFSP, including facilitating the timely delivery of available services;**
  5. **Assisting the individual with developmental disabilities or their guardian in gaining access to appropriate services identified in the ISP, including the timely delivery of available services;**
  6. **Coordinating all services across agency lines including the provision of early intervention, developmental disabilities services, medical and health services, accessing financial assistance and any other services that the individual needs or is being provided;**



7. **Monitoring the delivery of available services in accordance with the IFSP or ISP;**
8. **Informing the individual, families and/or guardian of the availability of advocacy services, of their rights, and/or of procedural safeguards under Part H of IDEA; and**
9. **Seeking on a regular basis the appropriate services and situation necessary to benefit the development of each child or individual being served for the duration of the child's or individual's eligibility for service coordination/case management services. This activity could include advocating on behalf of the individual, family and/or guardian to develop additional community resources. Advocacy may include meeting with community leaders and interagency groups to request that a specific service be provided.**

**R. Medicaid Developmentally Disabled Adult Targeted Case Management consists of:**

1. **Assessing the individual's medical and social needs and functional limitations.**
2. **Coordinating the performance of evaluations and assessments.**
3. **Assisting the individual in identifying available service providers and programs which enhance the individual's community access and involvement including: arrangements for transportation, location of housing, location of providers to teach living skills, location of vocational, civic, educational and recreational services as needed.**
4. **Re-assessing of the individual's progress and continued need for services.**
5. **Advocating on the individual's behalf in order to develop community resources.**

### **III. EFFECTIVE DATE AND TERM**

**This Agreement shall be effective July 1, 1994 or upon approval of the signatory parties and by the Department of Finance and Administration. It shall remain in effect until it is terminated by any of the parties upon sixty (60) days prior written notice. By such termination none of the parties may nullify obligations already incurred prior to the date of termination. The parties shall review the provisions of this Agreement annually and may make amendments in writing, as appropriate, at any time, subject to approval by the parties and the Department of Finance and Administration.**

The budget outlined in Attachment A shall be in effect beginning July 1, 1994 and shall remain in effect until changed by the designees of the participating parties.

#### **IV. PURPOSE OF AGREEMENT**

**A. In order to achieve the purpose of this Agreement the parties shall:**

- 1. Jointly exercise their respective duties and obligations to children under Titles V and XIX of the Social Security Act, OBRA 1989, Part H of IDEA, and all other applicable federal and state statutes and their regulations in an effective and efficient manner;**
- 2. Assure that medicaid-eligible children have improved access to the services available under EPSDT, CMS, and the Family Infant Toddler Program;**
- 3. Assure that health and developmental problems are diagnosed and treated early and that duplicated services are avoided;**
- 4. Assure that PHD and DDD continue collaboration to refine and implement a centralized information system called the Children's Chronic Conditions Registry, to collect data on children individually and in aggregate, under the age of three years who have, or are at risk for, developmental delays;**
- 5. Assure that the information systems of DOH's CO-OP System, Health Information System, Children's Medical Services, Social Security Administration, Indian Health Services, County Health Office Clinics, Medicaid Management Information System, primary care physicians, and other private providers are coordinated to plan and provide high quality care to children;and**
- 6. Assure that the State of New Mexico seeks appropriate sources of federal funds in order that all infants and toddlers who have, or are at risk for, developmental delays, will have equal access to early intervention services.**

**B. This Agreement is entered into for the purpose of providing matching funds to the Developmental Disabilities Division for certain activities associated with the administration of the following programs serving Medicaid eligible individuals:**

1. Medicaid targeted case management services for adults with developmental disabilities;
2. The Administration of the Adult Targeted Case Management Program and the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Early Childhood Service Coordination Project for children with developmental delays or at risk for developmental delays;
3. The administration of the Centralized Admission and Discharge Process for New Mexicans with developmental disabilities through the Centralized Services Team; and
4. The administration of case management services for Medicaid eligible Jackson class members to facilitate transition into the community.

## **V. TERMS OF AGREEMENT**

The parties agree to the following terms:

### **Part I**

- A. The DDD shall, for the purposes of making available effective service coordination/case management:
  1. Certify the providers who meet DDD's standards to provide service coordination and certify case management agencies as eligible for participation in Medicaid. This includes ensuring case management agencies and staff meet training requirements and are qualified to serve the target population.
  2. Transfer state general funds to CMS of PHD, DOH to provide service coordination services for non-Medicaid eligible families who are eligible for services through the Family Infant Toddler Program. The amount of funds to be so transferred shall be determined on an annual basis by DDD and CMS, PHD and shall be based upon a joint evaluation of current service, an analysis of the projected need, and the availability of funds. A budget (Attachment A) shall be prepared annually to specify the amount of funds to be transferred for this purpose.

3. Provide reimbursement for service coordination/case management provided by an approved provider for non-Medicaid-eligible children.
  4. Provide on an annual basis general funds as state match for direct case management services provided to Medicaid eligible adults with developmental disabilities in accordance with regulations as described in the Medicaid Assistance Program Manual.
  5. Ensure the cooperation of certified early intervention providers and promote their participation in local interagency agreements with CMS.
  6. Provide training to service coordinators/case managers, for compliance with applicable state and federal statutes, regulations, policies and standards.
  7. Designate DDD staff to coordinate activities set forth in this Agreement and to meet with CMS.
  8. Monitor providers for compliance with applicable state and federal statutes, regulations, policies, and standards, including the investigation of complaints. Report all relevant findings to MAD. Coordinate, as appropriate, investigation of complaints through the Surveillance and Utilization Review Section (SURS) of MAD.
  9. Hold MAD harmless in the event the federal Health Care Financing Administration disallows any cost incurred for service coordination/case management services or the administrative activities conducted by DDD; DDD shall reimburse said cost to MAD.
  10. Monitor Early Childhood, EPSDT. Adult target Case Management in accordance with the DDD's Accreditation Mandate Policies.
  11. Bill HSD on a quarterly basis for the percent Medicaid Federal Financial Participation (FFP) for DOH administrative cost for activities described in Section IIIB an V.A.1.
- B. The DDD shall, for the purpose of making available effective case coordination for Jackson Class Members:
1. Employ staff necessary to provide the following services for Jackson Class Members to be transitioned from the state residential facilities for persons with developmental disabilities to the community:

- a. **Documentation of Transition Interdisciplinary Team meeting minutes;**
  - b. **Tracking and documenting programs of each person in transition;**
  - c. **Develop and maintain a list of direct service providers, sharing this information with guardians as appropriate;**
  - d. **Provide quality assurance to the transition process; and**
  - e. **Provide direct case management in the absence of certified case management agencies.**
2. **Ensure staff are qualified by education, experience and training to serve this population.**
  3. **Keep appropriate written documentation as requested by HSD.**
- C. The DDD shall, for the purpose of making available effective service coordination/case management services during the centralized admission and discharge process for New Mexicans with developmental disabilities:**
1. **Employ staff necessary to complete the following:**
    - a. **Evaluate as necessary persons seeking entrance into the developmental disabilities service system to determine services needs and level of disability.**
    - b. **Develop and maintain a waiting list of persons with developmental disabilities seeking initial or additional services.**
    - c. **Refer persons with developmental disabilities to appropriate providers of services.**
    - d. **Advocate on behalf an individual with developmental disabilities for appropriate services.**
    - e. **Ensure staff are qualified by education, experience and training to serve this population.**
    - f. **Keep appropriate written documentation as requested by HSD.**

- D. CMS shall, for the purposes of making available effective service coordination/case management:**
- 1. Hire service coordinators/case managers, supervisors, and support personnel necessary to maintain a service coordination/case management system.**
  - 2. Ensure staff is trained and qualified to serve eligible infants and toddlers and their families and that staff performs their duties in accordance with timelines established by Part H of IDEA.**
  - 3. Establish sites necessary within the limitations of the budget to provide the service statewide, including necessary supplies and equipment.**
  - 4. Ensure that the service coordination/case management system is operated in accordance with federal and state statutes, regulations, policies.**
  - 5. Conduct child identification activities and facilitate the participation of families with eligible infants and toddlers in the Medicaid and EPSDT Programs.**
  - 6. Facilitate the execution of local interagency agreements to promote child identification, referral, evaluation, assessment, and IFSP development.**
  - 7. Bill the Medicaid fiscal agent for service coordination/case management provided to Medicaid eligible infants and toddlers in accordance with billing procedures established by MAD.**
  - 8. Designate CMS staff to coordinate activities set forth in this Agreement who will meet with DDD and MAD staff on a regular basis to evaluate progress.**
  - 9. Provide DDD with a quarterly report regarding the use of funds transferred by DDD to CMS for this purpose.**
  - 10. Ensure that CMS staff maintain documentation of all service coordination/case management activities and abide by the provisions of the Family Educational Right to Privacy Act and Part H of IDEA regarding confidentiality of information.**
  - 11. Hold MAD harmless in the event the federal Health Care Financing**

Administration disallows an cost incurred for service coordination/case management services or the administrative activities conducted by CMS; CMS shall reimburse said cost to MAD.

12. Ensure the accuracy of information submitted to MAD, providing documentation to satisfy federal audit on all activities for which the Medicaid fiscal agent is billed.
  13. Bill MAD for the Federal share of the Medicaid allowable administrative costs of providing assistance to families with their application for Medicaid and accessing services through EPSDT. Billing shall include a detailed statement of services and costs in accordance with Medicaid regulations and billing requirements.
- E. MAD shall, for the purposes of making available effective service coordination/case management:
1. Encourage the participation of local EPSDT providers in local interagency agreements.
  2. Reimburse certified early intervention providers for service coordination/case management provided to Medicaid-eligible children who are also eligible for such services in accordance with the policies and procedures of HSD and DOH.
  3. Utilize CMS to assist MAD in the effective and efficient administration of the Medicaid Program by reimbursing CMS for the administrative costs related to assisting families with their application for Medicaid, accessing services through EPSDT, data entry, Medicaid training, and outreach. CMS, PHD shall bill for these administrative activities and shall be reimbursed by MAD for the administrative cost incurred by CMS on behalf of Medicaid-eligible children.
  4. Designate MAD staff to coordinate activities set forth in this agreement and who will meet with CMS, PHD and DDD staff at least quarterly to evaluate progress.
  5. Monitor Medicaid billing for service coordination/case management services. In consultation with CMS and DDD develop a billing invoice for administrative services.
  6. Provide quarterly billing to DOH to receive State matching funds for direct case management services through certified case

**management agencies who provide adult targeted case management.**

- 7. Reimburse certified case management agencies for direct case management services provided to Medicaid eligible adults with developmental disabilities, in accordance with Medicaid regulations and billing requirements.**
- 8. Reimburse DOH fifty percent (50%), representing the Federal shares of the allowable administrative costs incurred as a result of the management of the Medicaid case management activities and the Centralized Admission and Discharge activities in accordance with Section IV.**
- 9. For EPSDT direct case management services, HSD shall pay both the state match and federal share of the reimbursement directly to EPSDT certified providers.**
- 10. Provide quarterly billing to DDD of DOH for the State general fund match portion of the costs incurred as a result of administering this contract, to the degree these costs are documented and directly related to the administration of this JPA. HSD agrees to provide the methodology to determine such costs within thirty (30) working days following signature of DFA on this JPA. Such estimates shall be agreed upon with DOH before being finalized. HSD shall document and bill DOH on a quarterly basis for these administrative costs.**
- 11. Be held harmless in the event the federal government disallows any cost incurred for case management services or the administrative activities conducted by DOH.**
- 12. Provide quarterly reports containing elements agreed to by MAD and DDD regarding the utilization of early intervention services.**
- 13. Reimburse CMS for the provision of direct service coordination/case management services to Medicaid-eligible children and their families.**



## **Part II**

- A. DDD shall, for the purposes of early intervention developmental services and early intervention therapy services:**
- 1. Certify and approve providers of early intervention developmental services and early intervention therapy services.**
  - 2. Provide training to the certified early intervention providers on applicable policies, procedures, and regulations.**
  - 3. Based on quarterly certified statement of costs incurred, transfer state matching funds to MAD in accordance with agreed upon procedures related to Medicaid reimbursement for early intervention, developmental and therapy services delivered to Medicaid-eligible children.**
  - 4. Request from MAD the federal Medicaid portion of funds to allocated for the Medicaid allowable administrative costs incurred to provide early intervention services as contained in Attachment B. The request shall include a detailed statement of services and costs in accordance with MAD's billing requirements.**
  - 5. Monitor with MAD the services provided by approved early intervention providers for compliance with Title XIX of the Social Security Act, Part H of the IDEA, and other applicable federal/state statutes, regulations, and policies. Provide the SUR Section of MAD with copies of all monitoring reports and inform them immediately of complaints against any provider.**
  - 6. Review jointly with MAD the reimbursement rates and service definitions annually and modify as needed.**
- B. MAD shall, for the purposes of early intervention developmental services and early intervention therapy services:**
- 1. Grant final approval of those programs and providers certified by DOH as early intervention providers of services for eligible infants and toddlers.**
  - 2. Provide or arrange for the provision of periodic training on Medicaid policies and billing procedures to the DDD, CMS and certified early intervention provider staff.**

3. Reimburse certified early intervention providers for early intervention developmental services and early intervention therapy services provided to Medicaid-eligible children who are also eligible for such services in accordance with the policies and procedures of HSD and DOH.
4. Provide quarterly reports containing elements agreed upon by all parties regarding the utilization of early intervention services.
5. Monitor with DOH the approved early intervention providers for compliance with Title XIX of the Social Security Act, Part H of the IDEA, and other applicable federal and state statutes, regulations, and policies.
6. Monitor the billing of early intervention services to Medicaid. In consultation with DDD, develop a billing invoice for administrative services.
7. Review jointly with DDD the reimbursement rates and service definitions annually and modify as agreed upon.

### **Part III**

- A. CMS of the Public Health Division (PHD) of DOH shall, for the purpose of maintaining a the centralized information system which identifies children having specific medical conditions, known as the Children's Chronic Conditions Registry:
1. Utilize funds transferred for this purpose by DDD to operate and expand the Children's Chronic Conditions Registry.
  2. Implement through use of the DOH's standard Data elements reporting system for the Children's Chronic Conditions Registry.
  3. Provide one half-time position and in-state travel expenses.
  4. Provide office space, supervision, clerical support, and technical assistance for the half-time position.
  5. Generate and provide quarterly reports to the DDD which at a minimum will include numbers of children entered into the system by counties and states.
  6. Evaluate the efficacy and accuracy of the system in accordance with

professionally recognized statistical data collection standards.

7. Maintain the data information system including data entry from counties entered into the Registry.
8. Expand the Registry system to the remaining areas of the state (including Bernalillo and any other counties) not already in the system.
9. Ensure that the database include fields which conform to the DDD's federal reporting requirements under Part H of IDEA.
10. Designate appropriate professional, supervisory, administrative, other staff and contractors requested by DDD, to meet with staff of the DDD and CMS to review progress and to address agenda items submitted in advance by either the DDD or the CMS. This group will meet at least two times annually.

B. DDD shall, for the purposes of the Children's Chronic Conditions Registry:

1. Transfer federal Part H funds as described in Section XI of this document to CMS to assist in the maintenance and refinement of the Children's Chronic Conditions Registry, to be utilized as a tracking system for eligible children.
2. Participate in planning to expand the Children's Chronic Conditions Registry system to the remaining areas of the state.

## **VI. DISPUTE RESOLUTION**

If there is a dispute between the parties to this Agreement, staff designated to coordinate activities set forth in this agreement and/or directors of the Medical Assistance Division, the Public Health Division, and the Developmental Disabilities Division shall attempt to mediate the dispute informally, or if necessary, formally. Should attempts to mediate the dispute fail, legal counsel and department secretaries for HSD and DOH shall attempt to resolve the dispute. Should the dispute not be resolved at this level, a petition will be made to the Governor's Office to resolve the dispute.

## **VII. LIABILITY**

Each party shall be solely responsible for fiscal or other sanctions that may occur as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

## **VIII. MAINTENANCE OF RECORDS/CONFIDENTIALITY**

The parties shall maintain any educational records as defined in 34 CFR 99 in accordance with the applicable requirements of:

- A. 34 CFR 99,
- B. 34 CFR 76.740,
- C. 34 CFR 303, and
- D. 34 CFR 300

DDD and CMS agree to comply with 42 CFR part 430 to the end of subpart F, Safeguarding Information on Applicants and Recipients.

## **IX. FUNDS ACCOUNTABILITY**

MAD, PHD, and DDD shall:

- A. Maintain all records pertaining to the performance of this Agreement and permit authorized representatives of the United States Department of Education, the Health Care Financing Administration, the State Auditor, the New Mexico Department of Finance and Administration, HSD, and DOH to inspect and audit all data and records relating to the performance of this Agreement for a period of five (5) years after the submission of the final federal program and financial reports to the United States Department of Education for any given federal financial year.
- B. Acknowledge the applicability of the Single Audit Act of 1984 and the audit examination provisions of 20 US 1232(f).
- C. Adhere to generally accepted accounting principles and be strictly accountable for all receipts and disbursements made pursuant to the Agreement. An aggrieved party shall have the right to recover all amounts which are found to have been disbursed or expended in violation of generally accepted accounting principles or applicable state or federal statutes.

## **X. PROPERTY**

Property to be acquired as a result of this Agreement is limited to purchase of equipment and supplies necessary for program administration of activities described in this Agreement. Property acquired for Medicaid programs shall be utilized and reside with said program. MAD must approve in writing any proposed purchase of equipment and supplies with a purchase price greater than or equal to \$1000(one-thousand dollars).

HSD retains ownership of the property purchased but can authorize the equipment and supplies to remain with the agency administering the function for which the equipment and supplies was procured.

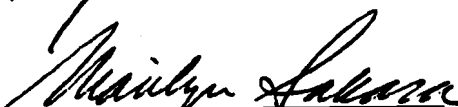
#### **XI. FUND TRANSFERS**

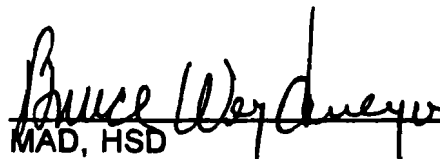
The parties to this Agreement agree that fund transfers shall occur in accordance with a jointly agreed upon budget prepared annually. Attachment A contains amount to be transferred and will be amended annually.

**ATTACHMENT A  
BUDGET PROVISIONS FOR 1994-1995**

- I. For state fiscal year 1995, DDD shall transfer \$19,980 in Part H funds to CMS to assist in the funding of the Children's Chronic Conditions Registry. Transfer of funds in subsequent years shall be negotiated annually.
- II. For state fiscal year 1995, MAD shall transfer the federal share of funds for Medicaid allowable administrative costs associated with providing EPSDT service coordination/case management for children to CMS.
- III. For state fiscal year 1995, DDD shall transfer to MAD the state's matching funds for the cost of providing early intervention developmental services and early intervention therapy services provided to Medicaid-eligible children.
- IV. For state fiscal year 1995, MAD shall transfer the federal share of Medicaid allowable administrative costs associated with early intervention developmental services and early intervention therapy services provided to Medicaid-eligible children to the DDD. Specifications are contained in Attachment B.
- V. For state fiscal year 1995, DDD shall transfer funds to CMS for the provision of service coordination/case management services to Non-Medicaid-eligible children, which is not to exceed \$280,000.
- VI. For state fiscal year 1995, DDD shall transfer to MAD the state's matching funds for the cost of providing Adult Targeted Case Management services.

  
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DDD, DOH

  
\_\_\_\_\_  
CMS, DOH

  
\_\_\_\_\_  
MAD, HSD

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J. Alex Valdez  
J. Alex Valdez, Secretary  
Department of Health

Joseph M. Salzer  
For Dorothy Dansfelser, Secretary  
Human Services Department

Javier Aceves  
Javier Aceves, Director  
Developmental Disabilities Division  
Department of Health

Bruce Weydemeyer  
Bruce Weydemeyer, Director  
Medical Assistance Division  
Human Services Department

Pat Cleaveland  
Pat Cleaveland, Director  
Public Health Division  
Department of Health

Cheryl M. J.  
General Counsel  
Human Services Department

Jerry Dickinson  
Jerry Dickinson  
General Counsel  
Department of Health

David Harris  
David Harris, Secretary  
Department of Finance  
Administration