

**STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
LONG TERM SERVICES DIVISION
Provider Agreement #:**

This contract is entered into by and between the DEPARTMENT OF HEALTH, hereafter referred to as the "DEPARTMENT", and Provider Name, hereafter referred to as the "CONTRACTOR" for application of State General Funds and/or Medicaid Funds for Community Based Services.

It is hereby agreed between the parties as follows:

1. SCOPE OF WORK

The CONTRACTOR shall:

Provide community based services to eligible persons with Development Disabilities and/ or to children birth through three years old with or at risk of developmental delays, and/or medically fragile children, as set forth more fully in the Scope of Work which is attached to, made a part of, and incorporated into this contract by reference; and in the Scope of Services/Special Provisions, which follow in Attachment A if applicable.

[insert scope of services or attach as an attachment]

2. TERM

This Contract/Provider Agreement shall become effective upon approval by the Department of Finance and Administration on DATE whichever is later and shall terminate on DATE, unless otherwise specified in the Scope of Services. The funds and services contracted for in the attached scope of services are awarded only for the State 2005 Fiscal Year (FY2005; July 1, 2004 to June 30, 2005). The Term is based on each CONTRACTOR's accreditation as approved by the DEPARTMENT in accordance with the Long Term Services Division (LTSD) Accreditation Mandate Policies. No commitment of public funds shall be made prior to contract approval. Contract awards are contingent upon funds appropriated by the 2004 New Mexico Legislature and may be further affected by federal funding levels.

3. APPLICABLE LAWS

This contract/provider agreement shall be governed by the laws of the State of New Mexico.

4. MAD 312 or 335 PROVIDER PARTICIPATION APPLICATION (FOR MEDICAID PROVIDERS ONLY)

a. The Approved Human Services Department/Medical Assistance Division form (MAD 312 or 335 for Waivers), which constitutes an agreement to provide Medicaid services, shall be considered an attachment to this contract/provider agreement and is incorporated herein by reference.

b. By prior arrangement, contracts/provider agreements entered into by the DEPARTMENT with Medicaid providers for services reimbursed by New Mexico's Medicaid Program are considered approved by the New Mexico Department of Finance and Administration.

c. In the event there is a conflict between any term of this contract/provider agreement and an applicable Medicaid rule, the applicable Medicaid rule will control, for Medicaid Services provided under this contract/provider agreement.

5. APPROPRIATIONS

The performance of this contract/provider agreement is subject to the condition that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of contract/provider agreement funds available for expenditure by the DEPARTMENT, this contract/provider agreement may be terminated or unilaterally amended to a lower amount of funds upon written notice being given by the DEPARTMENT to the CONTRACTOR. The decision of the DEPARTMENT as to the amount of contract/provider agreement funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.

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6. PAYMENT

a. STATE GENERAL FUND AND BLOCK GRANT FUNDING

1. The DEPARTMENT shall pay the CONTRACTOR for actual services provided as specified in the contract/provider agreement.

2. Payment shall be based on actual services provided and reported in accordance with Article 19, FIT Database System, Provider Payment System, Unit Price System (UPS) Human Resource Studies, or as otherwise directed by the DEPARTMENT.

3. Payment shall be made only for those services as specified in the contract/provider agreement and which are not funded by any other public funding source for the same service provided to the same client at the same time.

4. The CONTRACTOR may bill the DEPARTMENT and other private funding sources for the same service provided to the same client at the same time when the combined amount billed to all funding sources does not exceed the total cost of the service.

b. MEDICAID FUNDING

If the CONTRACTOR receives reimbursement from Medicaid, the CONTRACTOR shall comply with all reporting requirements set forth by the DEPARTMENT and the Medical Assistance Division of the Human Services Department (as applicable to Medicaid providers) in accordance with the MAD 312 or 335, including but not limited to cost-based reporting and other fiscal and service utilization reports, as applicable.

c. CONDITIONS REGARDING PAYMENT

1. Payment under contracts/provider agreements will be made upon receipt from the CONTRACTOR of certified billing documents, in written or electronic form, documenting delivery of actual authorized services under the service or treatment plan.

2. Payment under contracts/provider agreements shall be made upon receipt from the CONTRACTOR of a certified billing document, in written or electronic form showing the number of units of services allowed and provided during the billing period, or as otherwise specified in the contracts/provider agreements by the DEPARTMENT.

3. Billing documents shall not be submitted more often than once per month. Failure to submit billings within one hundred twenty (120) days of the close of the month for which payment is sought will result in the non-availability of State and/or Federal funds for payment.

4. For the purposes of verifying that the cost of services submitted and billed in conjunction with the activities of this contract/provider agreement are accurate, complete and current, the DEPARTMENT, the CENTER FOR MEDICARE AND MEDICAID SERVICES (CMS) or any authorized State and Federal agent for six (6) years from the date of final payment under this contract/provider agreement, shall have the right to examine the books, records, documents, papers, and other supporting data directly involving transactions related to this contract/provider agreement, or which are reasonably necessary to permit adequate evaluation of the pricing and/or billing data submitted, along with the computations and projections used.

5. Payment for travel expenses, except as specifically noted or authorized, is non-allowable and is considered an indirect cost of the administration or performance of this contract/provider agreement.

6. The Department has the right to review requests for payment from the CONTRACTOR before and after payment. Payment under this contract/provider agreement shall not preclude the right of the DEPARTMENT to recover excessive or illegal payments and payments made for services, including but not limited to payment for services not delivered, or for services not delivered appropriately or in accordance with applicable standards or regulations.

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d. LATE PAYMENTS

Within fifteen days after the date the DEPARTMENT receives written notice from the CONTRACTOR that payment is requested for services or items of tangible personal property delivered on site and received, the DEPARTMENT shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the DEPARTMENT finds that the services or items of tangible personal property are not acceptable, it shall within thirty days after the date of receipt or written notice from the CONTRACTOR that payment is requested, provide to the CONTRACTOR a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the CONTRACTOR may proceed to provide remedial action. Upon certification by the DEPARTMENT that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the CONTRACTOR within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the CONTRACTOR at the rate of 1.5% per month. For purchases funded by state or federal grants to local public bodies, if the local public body has received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the CONTRACTOR within five working days of receipt of funds from that funding agency.

7. STATUS AS INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and shall set its own employment and corporate policies, subject to all applicable federal, state, and local employment and corporate laws, rules and regulations. The CONTRACTOR, its employees, and its agents are not to be construed as employees of the DEPARTMENT through the performance of services under this contract/provider agreement and no benefits of employment by the DEPARTMENT shall accrue to the CONTRACTOR, its employees and agents as a result of this contract/provider agreement. The CONTRACTOR and its agents and employees, shall not be deemed an employee for any purpose within the meaning or application of any federal or state law, including but not limited to, unemployment or insurance laws, workers compensation laws, liability, tort, or civil rights laws. CONTRACTOR, its agents and employees, shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this agreement.

8. ASSIGNMENT, SUBCONTRACTING AND AGENCY

The CONTRACTOR shall not assign or subcontract any of its contractual rights, liabilities, or the performance of any program component specified in the Scope of Services under this contract/provider agreement without the prior written approval of the DEPARTMENT. The CONTRACTOR shall not attempt to bind or bind the DEPARTMENT to any contract as its agent, unless the DEPARTMENT is a signatory party to that contract.

9. FAILURE TO PERFORM (For Non-Medicaid Providers Only)

a. CONTRACTOR agrees that services contracted shall be provided and reported during the entire term of this contract/provider agreement. Exceptions to this requirement may be granted in writing by the DEPARTMENT upon mutual agreement on a "services provision" plan submitted by the CONTRACTOR.

b. Unless otherwise specified in the Scope of Services, the DEPARTMENT may reduce the contract/provider agreement amount of any program component as follows:

1. Failure of the CONTRACTOR to provide at least ninety percent (90%) of the contracted amount of a unit program component or discipline specific services required over a period of three months (monthly utilization shall be prorated based on the term and amount of the contract/provider agreement);

2. Failure to provide non-unit component services in any specified period, withholding of payment may occur for that period, and a contract amendment reduction may be initiated as needed; and

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3. Failure of the CONTRACTOR to provide services in accordance with applicable DEPARTMENT Regulations, Standards and Policies, after written notice to the CONTRACTOR of the deficiency.

10. TERMINATION

The provisions in this Article are not exclusive and do not constitute a waiver of other legal rights and remedies afforded the DEPARTMENT under law.

a. Either the DEPARTMENT or the CONTRACTOR may terminate this contract/provider agreement without cause upon at least thirty (30) days written notice to the other party. Medicaid providers will be afforded due process rights available under state and Federal laws.

b. The DEPARTMENT may, by written notice to the CONTRACTOR, terminate the whole or any part of this contract/provider agreement in any one of the following circumstances:

c. If the CONTRACTOR fails to comply with any terms, conditions, requirements, or provisions of this contract/provider agreement, the DEPARTMENT shall notify the CONTRACTOR in writing, and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the DEPARTMENT, the contract/provider agreement may be terminated immediately following the end of the time period for remedial action.

d. If, during the term of this contract/provider agreement, the CONTRACTOR or any of its officers, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud, embezzlement or other serious misuse of funds, the DEPARTMENT may terminate this contract/provider agreement immediately upon written notice to the CONTRACTOR.

e. The DEPARTMENT may terminate this contract/provider agreement pursuant to the Appropriations Article of this contract/provider agreement.

f. By the methods of termination provided in this subsection neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination.

g. The CONTRACTOR agrees that the provisions and procedures set forth in the Health Facility Receivership Act, Sections 24-1E-1 through 24-1E-7, NMSA 1978, apply to the CONTRACTOR, and further understands that the DEPARTMENT may seek judicial appointment of a receiver as set forth in the Health Facility Receivership Act.

11. TERMINATION MANAGEMENT

If this contract/provider agreement is terminated pursuant to the provisions of this contract/provider agreement, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the contract/provider agreement, immediately upon receipt by either the DEPARTMENT or the CONTRACTOR of written notice of termination, the CONTRACTOR shall:

a. Not incur any further obligations for salaries, services, or any other expenditures of funds under this contract/provider agreement without the written approval of the DEPARTMENT;

b. Continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management and complete the transition of all clients currently receiving services; this requirement to continue essential services and supports to ensure the health and safety of clients, is not avoided by an inadvertent expiration of term for the provider agreement. In this event the Department will extend the agreement until all transition of services are completed;

c. Comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this contract/provider agreement;

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d. Take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this contract/provider agreement in accordance with ARTICLE 12 FINANCIAL RECORDS, Section b. and ARTICLE 16 DISCLOSURE OF INFORMATION, Section c;

e. Within five days of the receipt of notice of termination from the DEPARTMENT or immediately upon the sending of notice of termination by the CONTRACTOR, notify each client served under this contract/provider agreement in writing, to the greatest extent practicable, of the termination of the contract/provider agreement and the procedure for the transfer of the clients' records in accordance with applicable legal requirements;

f. Within thirty (30) days of the date of termination of this contract/provider agreement, the CONTRACTOR shall furnish to the DEPARTMENT:

1. A complete, detailed inventory of non-expendable DEPARTMENT property; and,

2. A final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this contract/provider agreement regarding financial records.

12. FINANCIAL RECORDS

a. The CONTRACTOR shall maintain accurate financial records, books, files and reports ("financial records") in accordance with generally accepted accounting principles, applicable state and federal laws and regulations and the requirements of the DEPARTMENT.

b. The CONTRACTOR shall preserve all financial records for a period of at least six (6) years from the date of the final payment under this contract/provider agreement. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the six (6) year period, the financial records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period, whichever is later.

c. The CONTRACTOR shall make all financial records available for inspection as requested by the DEPARTMENT, the State Auditor, and any other federal or state agency that has provided funds under this contract/provider agreement and any agents of the agencies listed in this subsection. The inspection of financial records and audits of payment requests shall be made in accordance with the provisions of this contract/provider agreement regarding disclosure of information.

13. ANNUAL FINANCIAL REPORTS

a. The CONTRACTOR receiving state funds from the DEPARTMENT and/or federal funds shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. Section 7501, et seq.) and the New Mexico State Auditor's rules and regulations.

b. CONTRACTORS receiving federal funds in excess of \$500,000 in any single state fiscal year, which are subject to the Single Audit Act, shall submit to the DEPARTMENT an audit conducted by a Certified Public Accountant in compliance with the Single Audit Act.

c. CONTRACTORS receiving federal funds in excess of \$500,000 which are otherwise exempt from the Single Audit Act or CONTRACTORS receiving state funds from the DEPARTMENT in excess of \$100,000 in any single state fiscal year shall submit to the DEPARTMENT Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

d. CONTRACTORS receiving state funds from the DEPARTMENT less than \$100,000 or CONTRACTORS receiving federal funds less than \$500,000 in any single state fiscal year shall submit to the DEPARTMENT:

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1. Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant, or

2. If Financial Statements are not normally prepared by a Certified Public Accountant, internally prepared Financial Statements are acceptable.

e. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR'S fiscal year.

f. CONTRACTORS shall submit their annual financial statements to: Department of Health, Office of Internal Audit, ATTN: Financial Review, P. O. Box 26110, Santa Fe, NM 87502-6110.

g. Unless allowable under provisions of the Single Audit Act or other specific contract provisions, the CONTRACTOR shall not request payment from the DEPARTMENT for the cost of preparation of annual financial reports required by this Article.

h. Non-compliance with the above financial reporting conditions shall subject the CONTRACTOR to sanctions as set forth in Article 39.

14. STANDARDS FOR SERVICES AND LICENSING

a. The CONTRACTOR agrees to provide services as set forth in the Scope of Work, in accordance with all applicable regulations and standards.

b. The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements.

15. APPLICABLE FEDERAL LAWS

a. HIPAA: The CONTRACTOR shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), except that the Family Educational Rights and Privacy Act (FERPA) shall apply to the services provided under the Family Infant Toddler program.

b. Funding provided through this contract/provider agreement may include various state and federal funding sources. Services funded in whole or in part by federal funds are subject to applicable federal laws, regulations, and conditions.

c. If any funds other than 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 in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

d. The CONTRACTOR shall comply with the provisions of Titles II and III of the Americans with Disabilities Act of 1990, P.L. 101-336 (42 U.S.C. Section 12101, et seq.) and Section 504 of the Rehabilitation Act (29 U.S.C. Section 794).

e. The CONTRACTOR shall comply with the requirements of the Pro-Children Act of 1994 (20 U.S.C. Sections 6083, et seq.) that prohibits smoking in any portion of any indoor facility used routinely or regularly for the provision of health services to children under the age of 18 funded by federal grants. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, to service providers whose sole source of federal funding is Medicare or Medicaid or facilities where WIC coupons are redeemed.

f. For CONTRACTORS approved to provide services under Medicaid Programs, the CONTRACTOR agrees to abide by Federal regulations and State regulations concerning providers of services under Title XIX (Medicaid) of the Social Security Act (42 U.S.C. Section 1302) and regulations contained in 42 CFR Chapter IV.

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g. For CONTRACTORS approved to provide Early Intervention Services under the Family Infant Toddler Program, the federal Individuals With Disabilities Education Act, Part C applies.

16. DISCLOSURE OF INFORMATION

a. Disclosure of any client information shall be made to the DEPARTMENT promptly whenever requested for the proper administration of this contract/provider agreement. The DEPARTMENT shall maintain the confidentiality of all client records irrespective of whether or when the client ceases to be a client in compliance with HIPAA and other applicable legal authorities.

b. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this contract/provider agreement. For purposes of DEPARTMENT audits, surveys, research or program evaluations, client records shall be disclosed to the DEPARTMENT.

c. The CONTRACTOR agrees to retain the client records of all clients served during the term of this contract/provider agreement and also for a period of at least (6) years from the date of discharge or the last date of client services provided, whichever comes first, unless the client records are transferred to another custodian of the records pursuant to the Termination Management Article of this contract/provider agreement. Retention or disposal of client records following the six-year period remains within the discretion of the CONTRACTOR.

d. Long Term Services Division, Family Infant Toddler Program records are governed by the Education Department General Administrative Regulations (EDGAR) which require that children's records be retained for six (6) years (34 CFR Part 76).

17. PROGRAM EVALUATIONS

a. In order to monitor the performance of services and compliance with the provisions of this contract/provider agreement by the CONTRACTOR, employees of the DEPARTMENT and/or State and Federal agencies which have provided funds under this contract/provider agreement, or their duly authorized representatives, shall be allowed to visit without interference or delay the offices and service locations of the CONTRACTOR to examine the CONTRACTOR's operations and records. Client records shall be reviewed in accordance with the Disclosure of Information Article.

b. The DEPARTMENT shall conduct site visits to any service locations when appropriate. The DEPARTMENT may elect not to provide advance notice of the site visit to the CONTRACTOR.

c. The CONTRACTOR shall provide information and access to copies of records promptly upon request by the DEPARTMENT.

d. The CONTRACTOR shall comply with the DEPARTMENT'S policies on accreditation.

e. All CONTRACTORS shall have a Quality Management and Improvement Plan in accordance with the timeframes specified by the DEPARTMENT.

18. INCIDENT [ABUSE AND NEGLECT] REPORTING AND TRAINING

The CONTRACTOR shall:

a. Provide staff training on the DEPARTMENT'S Incident Management System, Adult Protective Services (APS), Child Protective Services (CPS), and for Medicaid Providers, Medicaid Fraud regulations, for identifying and reporting suspected client abuse, neglect or exploitation.

b. Develop and implement policies and procedures that require any employee knowing about or having a reasonable suspicion of client abuse, neglect or exploitation to report immediately to the APS or CPS, as appropriate, to the DEPARTMENT, and to the Medical Assistance Division (MAD) of HSD.

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c. Develop and implement policies and procedures, which require the reporting of serious incidents to the DEPARTMENT.

d. Comply with the "Incident Reporting and Investigation Requirements for Providers of Community Based Services", 7.14.3 NMAC, and with the Incident Management System Reporting Procedures of the DEPARTMENT.

e. Ensure that all relevant staff are trained to recognize and appropriately report incidents as stated in DEPARTMENT Regulations, Policies, Procedures and Guidelines.

19. REPORTING REQUIREMENTS FOR CLIENT DEMOGRAPHIC DATA, CONSUMER INFORMATION, AND SERVICE/CLAIMS INFORMATION

a. CONTRACTORS shall use the appropriate, applicable computerized information systems, including the Provider Payment System (PPS)/Unit Price System (UPS) and the Medicaid billing system to capture claims information in accordance with state and federal reporting requirements.

b. CONTRACTORS whose contract/provider agreement requires the provision of services to adults with developmental disabilities under State General Funds shall submit to the DEPARTMENT a listing of all eligible recipients of such services prior to finalization of contract/provider agreement negotiations. The DEPARTMENT shall approve a list for the services provided under the contract/provider agreement. The CONTRACTOR shall obtain prior written approval from the DEPARTMENT before providing services to any new non-Medicaid adult clients through State General Funds.

c. CONTRACTORS whose contract/provider agreement requires the provision of services to families of children with, or at risk for, developmental delays, will report data on the Family Infant Toddler Program (FIT) Database system for early intervention services. Data entry must be completed for each child / family served by the CONTRACTOR. Data entry should occur at least monthly with submission to the DEPARTMENT on a quarterly basis, or as otherwise required by the DEPARTMENT.

20. RIGHT TO DATA

The DEPARTMENT may duplicate, use and disclose, in accordance with law, all data and documents delivered or furnished by the CONTRACTOR to the DEPARTMENT under this contract/provider agreement in accordance with the Disclosure of Information Article of this contract/provider agreement. The DEPARTMENT shall hold harmless the CONTRACTOR from any liability arising from such duplication and disclosure.

21. COPYRIGHTS AND PATENTS

All tangible and intangible personal property created by the CONTRACTOR under a non-unit component of this contract/provider agreement shall become the property of the State of New Mexico, and shall be delivered by the CONTRACTOR to the DEPARTMENT no later than the termination date of this contract/provider agreement and shall not be the subject of an application for a copyright or a patent by or on behalf of the CONTRACTOR. Nothing in this Article shall prevent the sale of goods produced by the clients of a CONTRACTOR funded under this contract/provider agreement.

22. PROPERTY

The CONTRACTOR shall not purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment with Medicaid funding.

23. PROPERTY INSURANCE

a. The CONTRACTOR shall purchase an insurance policy providing coverage for at least the perils of fire, theft, vandalism and malicious mischief, and extended coverage for at least eighty percent (80%) of the actual cash value of all personal property purchased with funds under non-unit service components. The DEPARTMENT

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shall be named as a loss payee on the policy, the term of such policy or policies shall extend thirty days beyond the term of this contract/provider agreement.

b. The CONTRACTOR shall purchase comprehensive and collision coverage subject to no more than a five hundred dollar (\$500) deductible, on vehicles four years old or newer, if vehicles were purchased with funds under non-unit service components. The DEPARTMENT shall be named as a loss payee on any such policy. Auto liability coverage is required by New Mexico law and must be provided for all automobiles. The term of this policy or policies shall extend thirty days beyond the term of this contract/provider agreement.

c. The CONTRACTOR shall immediately notify the DEPARTMENT upon the cancellation of any insurance policy required by this Article.

d. In the event that the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss, destruction of, or damage to the DEPARTMENT property, the CONTRACTOR shall use the proceeds to repair or replace the DEPARTMENT property involved, or shall otherwise reimburse the DEPARTMENT as directed by the Administrative Services Division of the DEPARTMENT.

24. SURETY AND FIDELITY BONDS

The CONTRACTOR shall obtain a fidelity bond covering each person employed by the CONTRACTOR who handles funds under this contract, including persons authorizing payment of such funds. The fidelity bond shall provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR's employees or agents acting alone or in collusion with others; and (2) the failure of the CONTRACTOR or its employees to perform faithfully any duty or to properly account for all monies and property received or entrusted by virtue of the employee's position or employment. The fidelity bond shall be in an amount equal to 25% of the total contract/provider agreement amount, unless the contract/provider agreement amount is less than \$100,000 per year. In such cases a minimum bond of \$10,000 will be sufficient. The CONTRACTOR shall submit a copy of the bond to the DEPARTMENT within thirty (30) days of the effective date of this contract/provider agreement. The bond shall include Third Party coverage for property of clients. If the contractor is a sole proprietorship or partnership, the proprietor or the partners must be considered employees under the terms of the bond. Loss payment by the bonding company shall be made to the State of New Mexico Department of Health. (i.e. State of New Mexico Department of Health shall be named as Loss Payee). Contractor shall provide the DEPARTMENT with a Certificate of Insurance evidencing these coverages. The certificate shall provide the DEPARTMENT with 30 days written notice of bond cancellation. The bond shall remain in effect for the term of the contract/provider agreement plus thirty days. In lieu of a Third Party Fidelity bond, the DEPARTMENT reserves the right to require a financial guarantee bond (i.e. surety bond) naming the DEPARTMENT as obligee and in an amount to be determined. The DEPARTMENT retains the authority to waive either of these bond requirements.

25. LIABILITY INSURANCE

a. The CONTRACTOR agrees that in order to protect itself as well as the DEPARTMENT under the Indemnification Article herein, it shall, at all times during the term of this contract/provider agreement, have and keep in force liability insurance, including coverage for general liability with personal injury endorsement, professional malpractice, auto liability (if applicable) and contractual assumption of liability covering liability assumed under this contract/provider agreement. The State of New Mexico and the DEPARTMENT shall be named as a named insured on the policy. Such insurance shall be written by an insurance company licensed to do business in New Mexico and shall cover all liability which might arise out of the provision of services under this contract/provider agreement. The certificate shall provide the DEPARTMENT with thirty (30) days written notice of insurance cancellation. Such insurance shall provide the following minimum limits of coverage: One million dollars (\$1,000,000) per occurrence, single limit covering bodily injury and property damage. For contracts/provider agreements under one hundred thousand dollars (\$100,000), the CONTRACTOR's limits may be reduced to a single limit of one hundred thousand dollars (\$100,000).

b. Pursuant to Section 15-7-3 (B), NMSA 1978, the Risk Management Division of the New Mexico General Services Department provides liability coverage for nonprofit corporations providing developmental

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disabilities services pursuant to this contract/provider agreement for 42 U.S.C. Section 1983 claims when the claim is made by or on behalf of a client.

c. The CONTRACTOR shall provide the DEPARTMENT, no later than ten (10) days after the effective date of the contract/provider agreement, proof of insurance coverage, which can be evidenced by a certified copy of the insurance policy or a certificate of insurance issued by the CONTRACTOR's insurance agent.

d. The CONTRACTOR shall immediately notify the DEPARTMENT upon the cancellation of any insurance policy required by this Article.

e. The CONTRACTOR shall provide Worker's Compensation insurance for its employees as required by New Mexico law.

26. INDEMNIFICATION

a. The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT from ALL actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this contract/provider agreement, if caused by the tortious act or failure to act by the CONTRACTOR, its officers, employees, servants or agents, or if caused by the actions of any client resulting in injury or damage to the person or property of another person during any time when the CONTRACTOR or any officer, agent, employee, or subcontractor thereof has undertaken or is furnishing the care and services called for under this contract/provider agreement.

b. The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT from ALL actions, including, but not limited to, civil rights claims, and any other proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source arising from any claim that the CONTRACTOR's acts or omissions create liability on the part of the DEPARTMENT.

c. In the event that any action, suit or proceeding related to the services provided by the CONTRACTOR under this contract/provider agreement is brought against the CONTRACTOR, the CONTRACTOR as soon as practicable, but no more than two working days after notice of such action, suit or proceeding, shall notify the Office of General Counsel of the DEPARTMENT by certified mail.

27. RELEASE

The CONTRACTOR, upon final payment of the amount due under this contract/provider agreement, releases the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations, whatsoever, arising from or under this contract/provider agreement. The CONTRACTOR agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

28. FORGIVENESS FOR NON-PERFORMANCE

Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemics, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or default caused by public carriers which reasonably cannot be anticipated or provided for.

29. CONFLICT OF INTEREST

The CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this contract/provider agreement.

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30. LOBBYING ACTIVITY

a. The CONTRACTOR shall not use any funds received under this contract/provider agreement, either directly or indirectly, for purposes of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government, level as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq., NMSA 1978, and applicable federal law.

b. No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, 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 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.

31. EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

a. The CONTRACTOR, unless based on a bona fide occupational qualification, shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation for or against any person otherwise qualified because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, a physical or mental handicap, or medical condition. The CONTRACTOR agrees to comply with Section 28-15-1, NMSA 1978, concerning the reemployment of persons in the armed forces.

b. The CONTRACTOR is strongly encouraged, in collaboration with Temporary Assistance of Needy Families (TANF) and New Mexico Welfare to Work Contractors, to train and employ TANF recipients who are seeking employment opportunities. The CONTRACTOR is also strongly encouraged to train and employ populations enrolled in supported employment programs. The CONTRACTOR will keep documentation of their compliance on site.

c. If the CONTRACTOR is a care provider as defined in the Caregivers Criminal History Screening Act, NMSA 1978, Section 29-17-4, the CONTRACTOR shall comply with the requirements of the Act and the Caregivers Criminal History Screening Requirements, NMAC 7.1.9. The CONTRACTOR may not employ any person who has been excluded from the Medicare or Medicaid Program.

d. If a CONTRACTOR is licensed by the New Mexico Regulation and Licensing Department or by any New Mexico licensing board or commission, or if a CONTRACTOR's employees are licensed by the New Mexico Regulation and Licensing Department or by any New Mexico licensing board or commission, then the CONTRACTOR shall, with respect to all proposed or final complaints made to such licensing authority regarding the CONTRACTOR or the CONTRACTOR's employee: (1) Provide to the DEPARTMENT within 5 days of receipt by the CONTRACTOR or the CONTRACTOR's employee, a copy of the licensing authority's complaint or other documentation stating with specificity the factual basis for the charges against the licensed individual, together with any other notice or documentation relating to the complaint or proposed disciplinary action; and (2) Provide to the DEPARTMENT within 5 days of receipt by the CONTRACTOR or the CONTRACTOR's employee, a copy of the licensing authority's determination and final action, or determination and final action following any hearing or appeal, including any settlement or alternative resolution.

32. CIVIL RIGHTS OF CLIENTS

a. The CONTRACTOR shall not deny services or benefits, or deny eligibility for services or benefits, or provide different services or benefits, to any individual or family on the grounds of race, age, religion, color, sex, sexual orientation, gender identity, ancestry, national origin, physical or mental handicap, medical condition, or inability to pay.

b. The CONTRACTOR, in determining: 1) the types of service or other benefits to be provided under this contract/provider agreement; or 2) the class of individuals or families to whom, or the situations in which such services or other benefits will be provided under this contract/provider agreement; or 3) the class of individuals or family to be afforded an opportunity to participate in the program; shall not utilize criteria or methods of administration which have the effect of subjecting individuals or families to discrimination because of race, age,

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religion, color, sex, sexual orientation, gender identity, ancestry, national origin, physical or mental handicap, medical condition, or inability to pay, or have the effect of defeating or substantially impairing the accomplishment of the objectives of this contract/provider agreement with respect to individuals or families of a particular race, age, religion, color, sex, sexual orientation, gender identity, ancestry, national origin, physical or mental handicap, medical condition, or inability to pay.

33. SCOPE OF CONTRACT/PROVIDER AGREEMENT

This contract/provider agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter herein. No other agreement or understanding of the parties or their agents shall be valid or enforceable unless stated in this contract/provider agreement.

a. Complete Agreement. This contract/provider agreement incorporates all of the agreements, covenants and understandings between the parties concerning the subject matter herein. No other agreement or understanding of the parties or their agents shall be valid or enforceable unless stated in this contract/provider agreement.

b. Relation to Third Parties. Nothing in this contract/provider agreement shall be construed as creating any right of a recipient of service, or other third party, to enforce any provision of this contract/provider agreement, or to assert any claim against the New Mexico Department of Health, the Human Services Department, or the CONTRACTOR.

34. AMENDMENTS

a. This contract/provider agreement shall not be altered, changed or amended except by a written document signed by the parties hereto unless a unilateral amendment is executed pursuant to the terms of this contract/provider agreement.

b. If the CONTRACTOR seeks to change its Scope of Work and Payment Specifications, the CONTRACTOR must submit a formal written request to the Long Term Services Division for review and approval.

c. If the CONTRACTOR seeks to amend its Medicaid Waiver Service Application, a complete Medicaid Waiver Application Amendment Form must be submitted to the Long Term Services Division for review and approval.

35. ARBITRATION WITH TRIBES, PUEBLOS AND TRIBAL ENTERPRISES

a. All disputes and controversies of every kind and nature between the DEPARTMENT and Tribes, Pueblos and Tribal Enterprises (parties) to this contract/provider agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this contract/provider agreement shall be submitted to arbitration pursuant to the procedure set forth herein.

b. Either party may demand such arbitration in writing, which shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

c. Within twenty (20) days after such demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within 20 days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within 30 days of the request therefore, the American Arbitration Association shall make the appointment.

d. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.

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e. The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least 20 days' written notice to the parties.

f. An award rendered by a majority of the arbitrators appointed pursuant to this contract/provider agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

g. As to any procedures regarding the conduct of the arbitration that are not specified either in this contract/provider agreement or in another written agreement signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

h. The parties stipulate that the arbitration provisions of this contract/provider agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this contract/provider agreement and which is arbitral as set forth in this contract/provider agreement.

i. The arbitration provisions of this contract/provider agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this contract/provider agreement.

j. Nothing contained in this contract/provider agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this contract/provider agreement.

k. Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this contract/provider agreement and shall entitle the party who demanded arbitration to cease performance of any obligation set forth in this contract/provider agreement at the sole discretion of that party.

l. This contract/provider agreement is not subject to enforcement under the Uniform Arbitration Act (Sections 44-7-1 through 44-7-22, NMSA 1978).

36. GROSS RECEIPTS AND INCOME TAXES

The CONTRACTOR, shall attach to this contract/provider agreement upon return to the DEPARTMENT proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipts tax or proof of the grant of an exemption from payment of federal income tax pursuant to the Internal Revenue Code of 1954 [26 U.S.C. Section 501 (c) (3)].

37. PROHIBITION OF BRIBES, GRATUITIES AND KICKBACKS

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 bribes, gratuities and kickbacks.

38. ACCREDITATION

CONTRACTOR'S accreditation shall be in accordance with the policies of the DEPARTMENT.

39. CONTRACT/PROVIDER AGREEMENT ENFORCEMENT

a. PURPOSE AND SCOPE. In order to secure contract/provider agreement compliance and to ensure the health and safety of the recipients of services under this contract/provider agreement, the DEPARTMENT and the CONTRACTOR agree to a compliance and remedial scheme under which the DEPARTMENT may impose sanctions, in addition to termination and other remedies and sanctions provided elsewhere in this contract/provider agreement or pursuant to Medicaid regulations for the CONTRACTOR's failure to fully and satisfactorily perform

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the services required under this contract/provider agreement. The DEPARTMENT's sanctions include, but are not limited to: (1) compensation reduction and (2) denial of reimbursement for services for new clients.

b. The CONTRACTOR also agrees that the availability of such sanctions or the imposition of such sanctions does not limit the availability of any other remedy including but not limited to the remedy of termination of this contract/provider agreement, or further sanctions under Medicaid regulations, as applicable. The CONTRACTOR's failure to fully and satisfactorily perform under this contract/provider agreement also may result in the DEPARTMENT's use of more than one remedy or sanction.

c. **EVIDENCE OF FULL AND SATISFACTORY PERFORMANCE REQUIRED.** The CONTRACTOR agrees to accurately generate and maintain all records and reports required by this contract/provider agreement, including but not limited to medical and treatment records, administrative, business and financial records, sufficient to evidence full and satisfactory performance under this contract/provider agreement. The CONTRACTOR further agrees to make available for inspection and copying to employees of the DEPARTMENT and other licensing, certification, monitoring or enforcement entities or employees of such entities, all medical, administrative and financial records generated and maintained which may evidence compliance or noncompliance with the terms of this contract/provider agreement. Failure by the CONTRACTOR to maintain such records or to allow inspection and copying of these records constitutes a failure to fully and satisfactorily perform under this contract/provider agreement.

d. **MONITORING AND CORRECTIVE ACTIONS.** In addition to the Program Evaluation provisions of Article 17, the CONTRACTOR understands and agrees that DEPARTMENT employees, agents or monitoring contractors, may monitor the CONTRACTOR's performance under this contract/provider agreement. The CONTRACTOR also understands and agrees that evidence of contract/provider agreement performance or nonperformance may be obtained by the DEPARTMENT from other governmental and private entities, including but not limited to the Center for Medicare and Medicaid Services, the New Mexico Human Services Department, the New Mexico Children, Youth and Families Department, the Commission on the Accreditation of Rehabilitation Facilities (CARF), The Council on Quality and Leadership for Persons with Disabilities (The Council), the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) and the Medicaid Fraud Control Unit of the Attorney General's Office. The CONTRACTOR agrees that evidence of performance not in conformity with this contract/provider agreement which the DEPARTMENT obtains through such monitoring or through information obtained by such other governmental and private entities may form the basis for a corrective action plan or for the contract/provider agreement sanctions set forth in paragraph e. of this Article, or for termination of the contract/provider agreement. The DEPARTMENT may require the CONTRACTOR to affirmatively carry out a specific corrective action plan for the CONTRACTOR's failure to fully perform its contract/provider agreement obligations, or to remedy deficiencies in the CONTRACTOR's performance. The details of the corrective action plan (1) may be specified by the DEPARTMENT or (2) may be initially designed and submitted by the CONTRACTOR within the time specified in the DEPARTMENT's notice and are subject to the DEPARTMENT's modification and approval. If the DEPARTMENT requires that the CONTRACTOR initially design and submit a corrective action plan, the DEPARTMENT shall notify the CONTRACTOR within ten days whether the corrective action plan is approved. The DEPARTMENT may revise the CONTRACTOR's initially designed corrective action plan prior to approving it. The actions required of the CONTRACTOR in either the DEPARTMENT-specified or the DEPARTMENT-approved corrective action plan must be implemented within the time specified in the corrective action plan. The CONTRACTOR agrees that all requirements of a DEPARTMENT-specified or DEPARTMENT-approved corrective action plan become part of the obligations of the CONTRACTOR under this contract/provider agreement, and failure to perform such obligations may itself become the basis for sanctions or termination.

e. **SANCTIONS.** Upon written notice to the CONTRACTOR, the DEPARTMENT may sanction nonperformance under the contract/provider agreement consistent with DEPARTMENT policy through one or more of the following actions:

1. **COMPENSATION REDUCTION.** As a sanction, the DEPARTMENT may recover past payments to the CONTRACTOR and/or reduce the compensation of the CONTRACTOR for past failure to fully and satisfactorily perform, and for any ongoing failure to fully and satisfactorily perform its contract/provider agreement obligations. Imposition of such a penalty does not preclude the DEPARTMENT, or any other state

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agency from recouping or recovering payments as specifically provided in any other law, regulation or agreement. The amount of the compensation reduction may be determined by one of the following methods, at the discretion of the DEPARTMENT:

a. At the discretion of the DEPARTMENT a penalty amount not to exceed twenty five percent (25%) of the total compensation for the specific services, whether unit services or non-unit services, billed by, paid to, or payable to the CONTRACTOR for the time period during which the CONTRACTOR fails or failed to fully and satisfactorily perform such services.

b. The amount of money saved by the CONTRACTOR by virtue of the CONTRACTOR's failure to fully and satisfactorily perform, which may be measured by the CONTRACTOR's own records or other reasonable measures;

c. The cost the DEPARTMENT incurs or would have to incur to obtain full and satisfactory performance from qualified providers; or

d. The amount of the compensation paid to the CONTRACTOR by the DEPARTMENT for services that the CONTRACTOR did not fully and satisfactorily perform in accordance with the terms of the contract/provider agreement.

The DEPARTMENT may recover funds through any of the four methods set out above by requiring the CONTRACTOR to pay the amount specified by the DEPARTMENT within a specified time period and/or by reducing future compensation of the CONTRACTOR under this contract/provider agreement or under any other contract/provider agreement with the CONTRACTOR.

When provided notice of a sanction, the CONTRACTOR shall notify the DEPARTMENT in writing when the CONTRACTOR has taken all actions required for the CONTRACTOR's full and satisfactory performance of its obligations under this contract/provider agreement. The cessation of any prospective, ongoing compensation reduction will be effective on the date the CONTRACTOR begins full and satisfactory performance of all its contract/provider agreement obligations, as determined by the DEPARTMENT.

2. DENIAL OF SERVICES FOR NEW CLIENTS. The DEPARTMENT may, when appropriate, deny approval of services, proposed or provided by the CONTRACTOR under this contract/provider agreement, to new or additional clients the CONTRACTOR may obtain. The DEPARTMENT will deny compensation and will not authorize reimbursement for services provided following the DEPARTMENT's notice to the CONTRACTOR of the denial of approval of services to new or additional clients. The DEPARTMENT's notice to the CONTRACTOR shall set out the conditions and the time period of such denial of approval for new clients.

f. INFORMAL RESOLUTION. The DEPARTMENT and the CONTRACTOR may informally resolve any dispute arising from the DEPARTMENT's imposition of the contract/provider agreement enforcement sanctions. The CONTRACTOR may initiate the informal resolution process by delivering to the DEPARTMENT, within five days of its receipt of the notice of the imposition of the DEPARTMENT's sanctions, a written request for an informal resolution conference. The DEPARTMENT shall grant the request for the informal resolution conference. The DEPARTMENT will schedule a conference in Santa Fe to be held within ten (10) days of the DEPARTMENT's receipt of the request for an informal conference. Within five (5) days following the resolution conference, the Division Director shall inform the CONTRACTOR in writing of the results of the informal resolution conference. The request for an informal conference does not postpone or stay any sanction. The informal conference is an opportunity for the CONTRACTOR to present new or additional evidence and/or arguments concerning the DEPARTMENT's basis for the sanctions or concerning the sanction itself. The informal conference is not recorded, the participants are not sworn, no formal procedural rules apply, and admissions or proposals made for the purpose of attempting a resolution cannot be used without consent of the party making the admission or proposal in any subsequent legal proceeding. However, any compromise or resolution reached shall be written, and shall be signed by authorized representatives of the DEPARTMENT and CONTRACTOR. If dissatisfied with the results of the informal conference, the CONTRACTOR may request in writing within ten (10) days of the date of the written results, further discretionary review by the Secretary of the DEPARTMENT. Within five days of receipt of a written request for further review by the Secretary, the Secretary, in his or her discretion, may decide upon further review or may decline further review. The Secretary will notify the CONTRACTOR of arrangements, if

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any, for further review of the results of the informal conference. The Secretary's decision as to the manner and results of any such discretionary review is final. The Secretary shall provide written notice of the resolution within five (5) days of the completion of his or her review, if any.

g. MEDICAID PROVIDERS. For CONTRACTORS approved to provide services under a Medicaid Program, the CONTRACTOR, once notified of the intent to terminate or the intent to invoke any other Medicaid sanction by the DEPARTMENT, may request an evidentiary hearing. The CONTRACTOR must request, in writing, an evidentiary hearing within sixty (60) days following the effective date of the action.

40. POLICIES AND REGULATIONS

a. Contracts/Provider Agreements and amendments reference and incorporate laws, regulations, policies, procedures, directives, and contract provisions. The CONTRACTOR agrees to abide by all the following, whenever relevant to the delivery of services specified under this Contract:

1. DOH/LTSD Accreditation Mandate Policies.
2. Policies and Procedures for Centralized Admission and Discharge Process for New Mexicans with Disabilities.
3. Policy for Behavioral Support Services.
4. Requirements for Family Infant Toddler Early Intervention Services, 7.30.8 NMAC.
5. Individuals with Disabilities Education Act (IDEA), Part C.
6. Education Department General Administrative Regulations (EDGAR).
7. Rights of Individuals with Developmental Disabilities living in the Community, 7.26.3 NMAC.
8. Service Plans for Individuals with Developmental Disability Community Programs, 7.26.5 NMAC
9. Requirement for Developmental Disability Community Programs, 7.26.6 NMAC.
10. Family Educational Rights and Privacy Act (FERPA).
11. DOH Client Complaint Procedures, 7.26.4 NMAC.
12. Individual Transition Planning Process, 7.26.7 NMAC.
13. Dispute Resolution Process, 7.26.8 NMAC.
14. DOH/LSTD Training Policies and Procedures.
15. Fair Labor Standards Act.
16. New Mexico Nursing Practice Act and NM Board of Nursing requirements governing certified medication aides and administration of medications, 16.12.5 NMAC.
17. Incident Reporting and Investigation Requirements for Providers of Community Based Services, 7.14.3 NMAC, and DHI/DOH Incident Management System Policies and Procedures
18. DHI/DOH Statewide Death Review Policy and Procedures.

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19. Caregivers Criminal History Screening Requirements, 7.1.9 NMAC
20. LTSD/DOH Policy Governing the Training Requirements for Direct Support Staff and Internal Service Coordinators Serving Individuals with Developmental Disabilities
21. Quality Management System and Review Requirements for Providers of Community Based Services, 7.14.2 NMAC
22. All Medicaid Regulations of the Medical Assistance Division of the Human Services Department
23. All other regulations, standards, policies and procedures of the Long Term Services Division of the Department of Health.

41. PROPERTY

Any computer or software (including the Family Infant Toddler Program Database software) provided by the DEPARTMENT to the CONTRACTOR, in order to enable the CONTRACTOR to perform the duties prescribed under this contract, remains the sole property of the DEPARTMENT. The CONTRACTOR may not rent, lease, copy, modify or otherwise distribute, either freely or for profit, any such software without prior written consent of the DEPARTMENT.

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CONTRACTOR agrees to submit all required credentials, facility and professional licenses, bonding and proof(s) of insurance, as required in this contract.

Mutli year contracts not to exceed 4 years, may be considered for providers in good standing with LTSD, DHI, the DEPARTMENT and the Medical Assistance Division of HSD.

For contractors who are awarded multi-year contracts it their SOLE RESPONSIBILITY to submit renewals of all required credentials, facility licenses, bonding and proof(s) of insurance on an annual basis within fifteen working days of renewal. If such documentation is not received within 30 calendar days of the renewal date, the DEPARTMENT has the authority to cancel the existing contract.

IN WITNESS WHEREOF, the parties have executed this Provider Agreement.

CONTRACTOR SIGNATURES:

By: _____
(Usual Signature)

Date: _____

By: _____
(Printed Name Of Signatory)

Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
(Usual Signature)

Date: _____

Title: _____

TAXATION AND REVENUE SIGNATURE:

N.M. Tax Identification # Staxrevno

The **CONTRACTOR** is registered for the payment of gross receipt taxes to the State of New Mexico.

By: _____
(Usual Signature)

Date: _____

By: _____
(Printed Name Of Signatory)

Title: _____

OR:

The **CONTRACTOR** is exempted from the payment of gross receipt taxes to the State of New Mexico.

By: _____
Taxation and Revenue Department

Date: _____

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By: _____
(Usual Signature)

Date: _____

Tom J. Trujillo, Director
Long Term Services Division