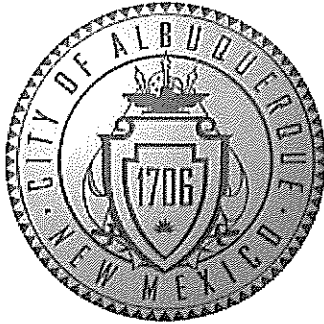


EC-25-459




Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

July 2, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Request for FY26 Substance Use Treatment Voucher Contract for Albuquerque Health Services dba Albuquerque Behavioral Health to Exceed \$100,000 Funding Aggregate

The Department of Health, Housing and Homelessness, Behavioral Health & Wellness Division, is supplementing an existing agreement with Albuquerque Health Services dba Albuquerque Behavioral Health (ABH), an agency eligible to contract through a professional/technical services contract as a Network Substance Use Treatment provider. The supplemental agreement for ABH, for a total amount of \$383,676.00, is based on the past fiscal years' billable services. ABH is a For-Profit entity and meets the performance standards as set forth in the *Albuquerque Minimum Standards for Substance use Treatment Services*.

Licensed agency clinicians perform comprehensive drug and alcohol assessments on all applicants seeking admission into their program. Once the client is approved, a voucher subsidizing treatment services is issued for the client, and contractors receive payment from the General Fund for the treatment services provided.

The Department of Health, Housing and Homelessness has established units of service and service rates. All together, the contracts for network providers under this Substance Use Treatment voucher program will not exceed the total available fund allocated in the FY-26 budget for substance use treatment vouchers.

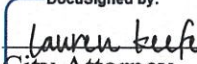
The Department of Health, Housing and Homelessness respectfully forwards this request to the City Council for consideration and action.

Legislation Title: Request for FY26 Substance Use Treatment Voucher Contract for Albuquerque Health Services dba Albuquerque Behavioral Health to Exceed \$100,000 Funding Aggregate

Approved:


 7/29/25
Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 7/23/2025 | 8:28 PM MDT
City Attorney Date

Recommended:

Initial
WS

DocuSigned by:
 7/21/2025 | 1:32 PM MDT
Gilbert Ramirez, Director Date
Dept. of Health, Housing and Homelessness

Cover Analysis

1. What is it?

This is an EC requesting approval for FY26 Substance Use Treatment contractor, Albuquerque Health Services dba Albuquerque Behavioral Health (ABH), to exceed the \$100,000 funding aggregate.

2. What will this piece of legislation do?

This legislation will allow Substance Use Treatment contractor, Albuquerque Health Services dba Albuquerque Behavioral Health (ABH), who have professional and technical service contracts with the City to provide vouchered substance use treatment services to persons in need of such services as determined by the Addiction Severity Assessment (ASA).

3. Why is this project needed?

Approval will allow the contractor, Albuquerque Health Services dba Albuquerque Behavioral Health (ABH), to be paid for treatment services provided to clients who are in need of such services as determined by the ASA.

4. How much will it cost and what is the funding source?

Since it is not possible to predict how many referrals each provider may receive, the total cost of the treatment services at each treatment provider site is unknown until the end of the fiscal year. The funding source is the City's General Fund, and the total amount available in the General Fund treatment voucher pool is \$881,676. This amount is never exceeded, however, because the invoicing process automatically "debits" a "shadow" voucher pool account, which prevents providers from submitting any further invoices once all funds have been spent.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No.

6. What will happen if the project is not approved?

Clients will not be able to continue receiving subsidized Substance Use Treatment services, which will hinder their recovery process.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: Request for FY26 Substance Use Treatment
Voucher Contract for Albuquerque Health
Services dba Albuquerque Behavioral Health
to Exceed \$100,000 Funding Aggregate

R: O:
FUND: 110

DEPT:3023812

- [X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- [] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property	-	-	-	-
Indirect Costs	-			-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
[] Estimated revenue impact				
Amount of Grant	-	-		-
City Cash Match	-			-
City Inkind Match			-	-
City IDOH	-	-		-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: HHH is requesting permission for the substance abuse treatment voucher contractors to exceed the \$100,000 funding aggregate, with total expenditures not to exceed available FY-26 amount budgeted for substance abuse treatment vouchers. In FY 2025, no fiscal impact. FY 26 budget for substance use treatment vouchers was appropriated in C/S R -25-132 (Substance Use).

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

Anna M Lujan

7/21/2025 | 1:30 PM MDT

FISCAL MANAGER

APPROVED:

DocuSigned by:

Gilbert Ramirez

7/21/2025 | 1:32 PM MDT

DIRECTOR

REVIEWED BY:

Signed by:

Simon Miller

7/23/2025 | 10:04 AM MDT

EXECUTIVE BUDGET ANALYST

Signed by:

Donna Sandoval

7/23/2025 | 10:12 AM MDT

BUDGET OFFICER (date)

Signed by:

Christine Gorman

7/23/2025 | 11:59 AM MDT

CITY ECONOMIST

FIRST AMENDMENT

THIS FIRST AMENDMENT (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and ALBUQUERQUE HEALTH SERVICES LLC ALBUQUERQUE BEHAVIORAL HEALTH LLC, 8200 Mountain Rd. NE - Suite 106 Albuquerque, NM. (“Contractor”).

RECITALS

WHEREAS, the City and Contractor entered into an agreement, dated July 1, 2025, hereinafter referred to as the “Original Agreement”, whereby the Contractor agreed to perform certain Services; and

WHEREAS, in this FIRST Amendment, the parties agree that compensation for additional services within the same scope are required to support the needs of the community through the entire term of the Agreement; and

WHEREAS, the City is increasing the total compensation to support the continued provision of services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Section 3(A) of the Original Agreement is hereby deleted in its entirety and replaced by the following provision:

Compensation: For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor for subsidized outpatient substance use treatment services at the rates established for those services set forth in the current City of Albuquerque PATH Treatment Provider - Clinical Services Specifications, included in Exhibit A-Attachment 3, which may be amended or updated from time to time, up to the amount of **THREE HUNDRED EIGHTY THREE THOUSAND SIX HUNDRED SEVENTY SIX AND NO/100 DOLLARS (\$383,676.00)**. Such rates do not include any applicable gross receipts taxes which may be added and billed to the City during the term of the Agreement; however, the total amount billed to the City, including tax, may not exceed the total compensation listed in this Agreement. Such payments to the Contractor shall constitute full and complete compensation for the Contractor’s Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

The Contractor is not guaranteed the assignment of cases or service provision or the payment of any compensation, unless a client case has been approved and services have been rendered. The total amount of compensation paid by the City for subsidized outpatient substance use treatment services under the terms of this Request shall not exceed the total amount budgeted by the City and appropriated by the City’s governing body for that purpose.

2. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this FIRST Amendment, in which event, the terms and conditions of this FIRST Amendment shall control.

3. This FIRST Amendment shall not become effective or binding upon the City until approved by the highest authority required by the City under this FIRST Amendment

4. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this FIRST Amendment may be electronically signed and that the electronic signatures appearing on the FIRST Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

ALBUQUERQUE HEALTH SERVICES LLC dba ALBUQUERQUE
Company: BEHAVIORAL HEALTH

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____	Title:	_____
Name:	_____		_____

Approved		Date:	
By:	_____	Title:	_____
Name:	_____		_____

Approved		Date:	
By:	_____	Title:	_____
Name:	_____		_____

Approved		Date:	
By:	_____	Title:	_____
Name:	_____		_____

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and ALBUQUERQUE HEALTH SERVICES LLC, 8200 Mountain Rd. NE Suite 106 Albuquerque, NM 87110 (“Contractor”).

RECITALS

WHEREAS, the City has appropriated funds (“City Funds”) to provide a subsidy for outpatient substance use treatment services not otherwise covered by the individual’s public or private insurance; and

WHEREAS, the Contractor is experienced and qualified in the delivery of outpatient substance use treatment services; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined by the City:

- A. Provide outpatient substance use treatment, as further defined in the approved FY26 Application in Exhibit B, for clients eligible to receive a City-subsidized substance use treatment services voucher.
- B. Provide outpatient substance use treatment services in accordance with the service rates established by the City in the current Voucher Clinical Service Specifications, included in Exhibit A-Attachment 3, for the City of Albuquerque Voucher Program for the duration of the treatment voucher. Services shall be based on current research and evidence demonstrating that the treatment approach is a sound, culturally appropriate, and age-appropriate method for addressing substance use problems.
- C. Follow the Treatment Subsidy Voucher Program rules established by the City-Exhibit A, Providing Addiction Treatment & Healing (PATH) Substance Use Treatment Provider Network, which is attached hereto and incorporated herein.
- D. Comply with Client Progress reporting through the Client Progress Update/Discharge Report form as detailed in Exhibit A-Attachment 4 (and/or other reporting that may be implemented as required by the City).
- E. Provide clients with a Confidentiality Statement and obtain any current necessary release(s) of information consistent with 42 CFR Part 2, Confidentiality of Alcohol and Drug Use Patient Records and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Subparts A and E of Part 164, as amended, and any other requirement for release of related information collected by the Contractor.

- F. Adhere to the State of New Mexico Counseling and Therapy Act (the “Act”), Sections 61-9A-1 et seq. NMSA 1978, as currently enacted or hereafter amended. The Contractor must ensure that all persons providing substance use treatment have adequate licensure, pursuant to the Act.
- G. Abide by the current version of the Department of Health, Housing, and Homelessness’ *Albuquerque Minimum Standards for Substance Use Treatment Prevention Services*, as amended from time to time, and applicable terms in the *Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque*, as amended from time to time. Failure to do so may result in suspension of this Agreement for a minimum period of thirty (30) days.
- H. If the Services under this Agreement require the Contractor staff to work with or be in proximity to children or other vulnerable populations, the Contractor shall comply with the most current version of the requirements contained in the *Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque*, as amended from time to time.
- I. The Contractor’s management and/or Clinical Supervision staff will attend City mandated Treatment Provider meetings.
- J. Provide data on a timely basis in accordance with Exhibit A.
- K. Adhere to best practices and State and Federal regulations when utilizing telehealth services when such services are in the best interest of the health of the client. The Contractor is responsible for remaining current with regard to requirements surrounding telehealth. General State requirements for telehealth can be found at <https://www.hsd.state.nm.us/>, and Federal requirements at <https://telehealth.hhs.gov/>.
- L. The Contractor shall make every effort to bill Medicaid for eligible services in order to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the Administrative Requirements.
- M. The Contractor shall participate in the implementation of a PATH Voucher Database system, which will provide electronic establishment and management of client-based substance use treatment vouchers, inclusive of consent of clients served, sharing aggregate and non-clinical client data with the City and other City-funded partners established as Network providers, administration of a City-approved Social Determinants of Health Screening Tool, and attending trainings and implementation meetings to ensure the system meets the needs of the established providers and individuals served.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2025 and shall end on June 30, 2026, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement but, in any event, all of the Services required hereunder shall be completed by June 30, 2026, unless otherwise terminated as provided herein. In the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all terms of this Agreement shall be applicable continuously

Contract ID:

commencing July 1, 2025, and the parties ratify all actions taken pursuant to this Agreement from July 1, 2025 through to the execution of this Agreement. The parties explicitly agree that the insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025.

If outpatient substance use treatment services for a client are begun prior to June 30, 2026, and outpatient substance use treatment must extend beyond that date, the City shall require the Contractor to: 1) continue to provide to completion any and all treatment begun during the term of this Agreement under a new fiscal year Agreement, if a renewal Agreement has been executed, or 2) work with the City to transition the client to another agency in the event the Contractor's Agreement is not renewed beyond June 30, 2026. The requirements of this Section shall survive the term or termination of this Agreement.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Contractor for subsidized outpatient substance use treatment service at the rates established for those services, set forth in the City of Albuquerque PATH Treatment Provider - Clinical Services Specifications, included in Exhibit A-Attachment 3, which may be amended or updated from time to time. Such rates do not include any applicable gross receipts taxes which may be added and billed by the Contractor during the term of the Agreement. Such payments to the Contractor shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. Method of Payment. In order to receive payment, the Contractor must first submit an invoice to the City of Albuquerque. The first Service Period will be from July 1, 2025, through July 6, 2025 and subsequent Service Periods will be for a two (2) week period (Sunday through Saturday), with exceptions noted on Exhibit A-Attachment 2, PATH Substance Use Treatment Provider Network - FY-26 Service Invoicing Schedule, which is attached hereto and incorporated herein

- i. The Contractor will be required to submit a Request for Reimbursement every two (2) weeks in accordance with the PATH Substance Use Treatment Provider Network FY26 Service Invoicing Schedule included in Exhibit A-Attachment 2. The Contractor will be required to enter all the information as indicated on the City Approved Request for Reimbursement form.
- ii. The Contractor must enter the Services during the correct time period in order to be paid. Pre-billing and back-billing are not allowed. Services must have occurred between the start and end of the current Service Period to be paid. Services provided prior to the Service Period cannot be entered and will not be paid.
- iii. Payment is conditional on availability of funding. As Services are submitted, the amount of available funding is reduced. If Services are not accepted by the City, payment will not be made.
- iv. Payments shall be made to the Contractor no more often than every two (2) weeks, but no less frequently than monthly, upon receipt by the City of properly

documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

- v. It is the responsibility of the Contractor to ensure that all required information is included on the Request for Reimbursement form, and also that the Request for Reimbursement is submitted on time. The Contractor is to submit their approved Request for Reimbursement electronically to the assigned Program Specialist, and copy the Community Outreach Coordinator and Division Manager. The City will then follow its internal process to complete payment. The City deposits the invoiced amounts directly into the Contractor's bank account for entities who have selected this designation.
- vi. The City will conduct a minimum of one (1) billing review per fiscal year.
- vii. All undocumented/incorrectly documented, but paid services, must be reimbursed to the City. All back-billed services will be considered "undocumented" services and must be reimbursed to the City.

C. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. Responsibility to Monitor Contract. The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

Contract ID:

5. Personnel.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

C. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

D. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque
P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate

Contract ID:

adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

B. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000.00 Per Occurrence

\$2,000,000.00 Policy Aggregate

\$1,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 Personal and Advertising Injury

\$5,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to

the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected

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official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

19. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. Assignability. The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written

notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

29. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force

Contract ID:

Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. Business Associate Agreement. The parties agree to comply with the terms and conditions of the Business Associate Agreement, attached as Exhibit C to this agreement.

31. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

32. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

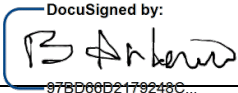
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: ALBUQUERQUE HEALTH SERVICES LLC

DocuSigned by:



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Approved By: _____

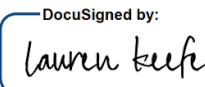
Name: Bobbie Anderson

Date: 6/25/2025 | 3:37 PM EDT

Title: Executive Director/Owner

CITY OF ALBUQUERQUE:

DocuSigned by:



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Approved By: _____

Name: Lauren Keefe

Date: 6/30/2025 | 8:22 AM MDT

Title: city Attorney

DS




Approved By: _____

Name: Gilbert Ramirez

Date: 6/25/2025 | 2:06 PM MDT

Title: Director

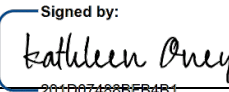
Initial



Approved By: _____

Name: kathleen Oney

Signed by:



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Date: 6/30/2025 | 8:53 AM MDT

Title: chief Procurement officer

Exhibit A

Providing Addiction & Treatment Healing (PATH) Substance Use Treatment Provider Network

Client information and associated data that is created, documented, and maintained as part of the PATH Substance Use Treatment Provider Network resides at both the contracted agency and with the City. Providers have access to confidential information about their clients only. City staff are the first source of information for questions regarding the Voucher Program.

Payments to providers are calculated on a service-by-service basis, using current City of Albuquerque PATH Treatment Provider - Clinical Services Specifications (Fee Schedule) which may be amended or updated from time to time. The services allowable are determined by the type of voucher that has been issued by the Contractor and by the standardized Fee Schedule. Individual services are restricted to defined minimum and maximum time limits. Some services, such as case management, have other restrictions imposed on them. The Fee Schedule, as amended from time to time, provides a detailed account of the voucher and service types, rate schedule and restrictions that are in effect for the City of Albuquerque PATH Substance Use Treatment Provider Network.

Process Description

I. Issuance and authorization of treatment vouchers

The identification of clients who are eligible for treatment subsidies is part of the standard process of Voucher Program agencies. Eligibility is defined as clients who meet **all** established criteria below (1-6):

1. Need substance use treatment (defined as having used substances in the last two years).
2. Do not receive substance use treatment through other funding sources.
3. Do not currently receive Full Medicaid Benefits.
4. Have commercial insurance that covers the cost of Behavioral Health Services, but their deductible is greater than \$2,500.00 OR their co-pay is \$35 or more.
5. Are considered very low income according to the Federal HUD guidelines (see below).
6. Reside in the City of Albuquerque/Bernalillo County.

Clients who are screened and meet eligibility criteria for a voucher will then need to be assessed to determine treatment need and level of treatment, by an appropriately licensed therapist. Agencies can utilize the Addictions Severity Assessment provided by the City, or utilize another biopsychosocial assessment that contains the following components:

- A. General Information: Summarize intake information such as referral source and reason, age and ethnicity, etc.
- B. Medical: Summarize medical information and highlight what might have significance in the development of the addiction or could impact treatment. Identify any possible case management needs in this domain.
- C. Employment/Education: Summarize employment/education information and address how this might contribute to the client's current problems and what he needs to support his/her recovery. For example, lack of schooling and its impact

on ability to obtain employment. If special education, what was the eligibility and how might this impact work or treatment.

- D. Legal: Address most serious current charges and clarify circumstances. For example, if there is a DV charge, describe the circumstances.
- E. Drugs and Alcohol: Summarize the client's patterns of drug/alcohol use over time, including how and why the problems began. Describe any triggers to use, and client's readiness for treatment. If prior treatment, describe the client's experience and their level of success, including when they were in treatment and what type of treatment. Include information about why the client began using substances again.
- F. Family/Social: Describe the family background and how this has impacted the client's development of strengths or limitations. Include the quality of familial and social relationships and the potential impact of those relationships on treatment. List any persons available to participate in and who is in support of the client's treatment. Provide any details about any reported use or neglect disclosed by the client. Describe any areas of their life where they do not feel safe.
- G. Mental Health: Summarize the information from the section and address the client's overall mental health issues. Include how the client has the client dealt with depression, anxiety or anger in the past. If PTSD is an issue, describe how that developed. Include any problems in this domain that may impact treatment. Discuss any details about lifetime of trauma and use. If any Suicidal or homicidal ideations, explain. Discuss client's prior mental health treatment experience. If currently or historically using psychotropic medication, discuss effectiveness.
- H. Summary and Diagnosis: Summarize how and why the client was referred and their current living situation. Summarize the above domains and any case management needs that were identified. Reference the information and facts gathered and assess why the client is seeking treatment. Assess their motivation for treatment. This includes an assessment of the predominant treatment needs and your evaluation of client's current biopsychosocial health. End with a substance use diagnosis and justification for an approved level of care and any other recommendations that you might have.
- I. Level of Care: Justification for an approved level of care will be detailed in the summary and disposition. To establish a treatment voucher, the agency must report to the City, the following: Client initials, level of treatment indicated by assessment, date of assessment, agency name, and confirmation that the client meets the eligibility criteria. A treatment voucher, with an active life of one-year (365 days) will be approved by the City and is available for invoicing in accordance with this Agreement.

II. Submission of charges for payment against treatment vouchers

The creation of a treatment voucher is **not** a guarantee of payment for services up to the full voucher value. It is only a commitment on the part of the City of Albuquerque to pay for services up to that maximum **while funding is available and the client remains eligible in accordance with the pre-screening requirements**. If funds are exhausted at any point during the fiscal year, all subsidies will end for that year, *irrespective of the existence of vouchers that still retain value*. When the next fiscal period begins, and new money is allocated to the funding pool, vouchers that have not expired and are not fully expended will again be chargeable for services, but only for services rendered after the beginning of the new fiscal period.

Because the PATH Substance Use Treatment Provider Network operates with limited money, in order to reduce the impact of funding shortfalls on providers, The City may allocate subsidies on a quarterly basis during the fiscal year (July 1 to June 30), one-fourth being made available July 1st, one-fourth added on October 1st, and so on. If the quarterly allotment is exhausted prior to the end of the quarter, service subsidies will stop until the new quarter begins and/or a new allotment is added. At that point, services rendered after the beginning of the new quarter can be entered and subsidized. Services that the City does not accept at the end of any quarter will not be subsidized. This approach to fund allocation may produce a brief period of non-payment at the end of each quarter, but it will guarantee that funding is available in all four quarters, and that there is no long, disruptive interruption of subsidies in the last months of the fiscal year.

Please see contractual agreement **Term 3. Compensation and Method of Payment** for additional information regarding Requests for Reimbursement.

III. Vouchers/Voucher Modifications/Voucher Closures

Vouchers

Vouchers are in effect for 365 days from the date the client eligibility was determined and a client number was assigned. If a client's needs change during the course of their treatment, the City Approved Voucher Modification form, as amended from time to time, may be used to add additional funds, add additional time, change the level of treatment, or transfer a client to a different PATH provider.

Voucher Modifications

A Voucher Modification form is completed by the client's therapist and approved by the Clinical Supervisor. The Voucher Modification form is then submitted to the Clinical Consultant to the City of Albuquerque with a copy to the assigned Program Specialist. Once approved by the Clinical Consultant, the Clinical Consultant will submit the approved Voucher Modification to the appropriate City Staff for approval. Once approved by City Staff, the Program Specialist will submit a copy to the agency for their records. The approved Voucher Modification form must be filed in the client's chart along with the rationale for the change made to the voucher.

Voucher Modifications are initiated when the client is actively participating in treatment, and there are still funds and time remaining on the voucher. The following can be requested:

- 1) **Additional Funds:** A standard \$3000.00 may be added to the existing voucher if the client is actively participating in treatment and requires additional funding to complete treatment; there is more than a month left in the timeframe of the voucher; or the balance remaining in the voucher is as follows: Level .5 has a balance of \$600.00, Level I has a balance of \$1000.00, and Level II.1 has a balance of \$1200.00.
- 2) **Time Extension:** A standard six (6) month extension may be added to the existing voucher when there is one month or less left on the voucher, the client continues to demonstrate a need for treatment, and there are voucher funds remaining.
- 3) **Level of Treatment Change:** A client's level of treatment may need to be changed if the client initially received a Level I voucher valued at \$5,200 and is assessed to more intensive Level II.1 services valued at \$6,800. If a treatment provider requests an upgrade to a client's Level of Service, and the request is approved by the City, the provider **must** increase the amount of services provided to the client to remain compliant with the Service Mix detailed in the *Minimum Standards*.

- 4) Client Transfer: If in the best interest of the client, a client can be may be referred to another Voucher Program Provider. For example: An agency may only employ female therapists, and a client may prefer to see a male therapist.

Note: On occasion, additional funds and a time extension may be requested at the same time.

Voucher Closure

The only circumstances that would necessitate the closure of a voucher prior to its 365-day life are:

- A. A change in the client's residency. If the client moves outside of the of Albuquerque area.
- B. If the client passes away.
- C. A change to the treatment provider system by the City of Albuquerque.

Providers are responsible for discharging the client from the PATH Substance Use Treatment Provider Network when any of the above situations occur. In addition, providers are required by their contracts with the City to communicate discharge/separation information from the PATH Program. Failure to provide this information constitutes non-compliance with the contract and could be grounds for contract termination. Clients cannot receive subsidies for the same type of treatment from more than one provider at a time, so separation information is necessary if a client is being re-referred and the new provider is expecting the client to be subsidized. Separation information is also essential if the City and the provider network are to accomplish the goal of capturing accurate descriptive data – length of stay, treatment completion rates, circumstances at discharge, etc., regarding the substance use treatment setting in Albuquerque. Discharge information will be collected and reported to the City in the Client Progress Record (Attachment 3).

CITY OF ALBUQUERQUE
Income Limit Reference

United States Department of Housing and Urban Development

<https://www.cabq.gov/health-housing-homelessness/housing/affordable-housing>

2024 Adjusted Income Limits by Household Size (HUD)

% of AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% of AMI	\$18,150	\$20,750	\$23,350	\$25,900	\$28,000	\$30,050	\$32,150	\$34,200
50% of AMI	\$30,250	\$34,600	\$38,900	\$43,200	\$46,700	\$50,150	\$53,600	\$57,050
60% of AMI	\$36,300	\$41,520	\$46,680	\$51,840	\$56,040	\$60,180	\$64,320	\$68,460
80% of AMI	\$48,400	\$55,300	\$62,200	\$69,100	\$74,650	\$80,200	\$85,700	\$91,250
Area Median Income	\$60,500	\$69,200	\$77,800	\$86,400	\$93,400	\$100,300	\$107,200	\$114,100

PATH Substance Use Treatment Provider Network FY26 Service Invoicing Schedule

QUARTER 1 Service Period	QUARTER 1 Invoice Submission Due Date
July 1 – 12, 2025	July 18, 2025
July 13 – 26, 2025	August 1, 2025
July 27 – August 9, 2025	August 15, 2025
August 10 – 23, 2025	August 29, 2025
August 24 – 6, 2025	September 12, 2025
September 7 – 20, 2025	September 26, 2025
September 21 – October 4, 2025	October 10, 2025
QUARTER 2 Service Period	QUARTER 2 Invoice Submission Due Date
October 5 – October 18, 2025	October 24, 2025
October 19 – November 1, 2025	November 7, 2025
November 2 – November 15, 2025	November 21, 2025
November 16 – 29, 2025	December 5, 2025
November 30 – December 13, 2025	December 19, 2025
December 14 – 27, 2025	January 2, 2026
December 28, 2025 – January 10, 2026	January 16, 2026
QUARTER 3 Service Period	QUARTER 3 Invoice Submission Due Date
January 11 – 24, 2026	January 30, 2026
January 25 – February 7, 2026	February 13, 2026
February 8 – 21, 2026	February 27, 2026
February 22 – March 7, 2026	March 13, 2026
March 8 – 21, 2026	March 27, 2026
March 22 – April 4, 2026	April 10, 2026
QUARTER 4 Service Period	QUARTER 4 Invoice Submission Due Date
April 5 – April 18, 2026	April 24, 2026
April 19 – May 2, 2026	May 8, 2026
May 3 – May 16, 2026	May 22, 2026
May 1 – 30, 2026	June 5, 2026
May 31 – June 13, 2026	June 19, 2026
June 14– 30, 2026	July 6, 2026

FY26 City of Albuquerque PATH Treatment Provider - Clinical Services Specifications

Voucher Type (ASAM Level)	Voucher Value	Permitted Services	
Early Intervention (0.5)	\$1,500.00	Education Group Crisis Intervention Case Management Individual Counseling Family Counseling w/o Client Family Counseling w/ Client Group Counseling	Alternative Healing Group Alternative Healing Individual Communication Services Peer Support Computer Usage Bus Pass
Outpatient (Level I) Or	\$5,200.00	Level I & Level II.1: Same as Early Intervention services plus: <ul style="list-style-type: none">Psychiatric Evaluation (max 16 units per voucher)Mental Health Evaluation (max 4 units per voucher)	
Outpatient w/ Intensive Services (Level II.1)	\$6,800.00		
NOTE: All vouchers are valid for 365 days from the date of assessment.			

FEE SCHEDULE*

Description of Billable Services	Allowable Service Length	Value
Individual Counseling	30 – 120 minutes per day	\$25.00 per 15 minutes
Group Counseling	30 – 180 minutes per day	\$10.00 per 15 minutes
Family Counseling w/o Client	30 – 120 minutes per day	\$26.00 per 15 minutes
Family Counseling w/ Client	30 – 120 minutes per day	\$26.00 per 15 minutes
Case Management	15 – 180 minutes per day	\$12.00 per 15 minutes
Computer Usage (administrative costs)	City Defined Service	\$12.00 one- time per month
Crisis Intervention	15 – 30 minutes per day	\$18.00 per 15 minutes
Peer Support Individual	15 – 120 minutes per day	\$15.00 per 15 minutes
Peer Support Group	30 – 180 minutes per day	\$8.00 per 15 minutes
Education Group	30 – 180 minutes per day	\$7.00 per 15 minutes
Psychiatric Evaluation	15 – 60 minutes	\$50.00 per 15 minutes (max. 16 units per voucher)
Mental Health Evaluation	15 – 60 minutes	\$22.00 per 15 minutes (max. 4 units per voucher)
D/C Outcomes Report & Quarterly Reports	City Defined Product	\$8.00 per report
Bus Pass	Bus Pass and Distribution	\$15.00 No reimbursement, as bus transportation is free as of FY-23.
Communication Service	Increasing phone/data capacity	\$20 per service (max. 4 services per voucher)
Alternative Healing Group	15 – 120 minutes per day	\$5.00 per 15 minutes
Alternative Healing Individual	15 – 90 minutes per day	\$18.00 per 15 minutes
Addiction Severity Assessment	City Defined Product	\$150.00 per full assessment per year
<i>* Fee Schedule may be amended or updated from time to time.</i>		

FY-26 City of Albuquerque PATH Treatment Provider - Clinical Services Specifications

IMPORTANT: In order to be paid, all services must be documented and include date, length of service (beginning and end times), counselor signature and licensure credentials. The time spend to “Chart” or “Document” services is not a billable service.

Allowable Service Length: Allowable service length is the length of time allowed for a specific billable service. This means, for example, the billing for a group counseling session for a client can neither be less than 30 minutes nor more than 180 minutes. That does not mean, however, that if this session runs longer than 180 minutes that the additional time can be billed to the voucher as additional service units.

Counseling: The provision of guidance and/or recommendations relative to a client’s treatment goals and objectives, by a licensed clinician or master’s level intern with appropriate supervision. Counseling may be undertaken with individuals, groups, and families.

Case Management: A professional helping process whereby adult and/or adolescent clients participating in a program receive non-counseling services appropriate to their needs either at the program or, if necessary, through facilitated referral. Typical case management services include such activities as helping clients to secure access to educational services, employment services, job training programs, health and welfare services and others based on the secondary needs identified in the client’s initial assessment and supplemented with other needs identified during their time in treatment. Case management services can be provided by a primary counselor, a nurse, or a position employed specifically to be a case manager. *(See Case Management Definition, City Minimum Standards).*

Conducting an initial intake or client orientation when the client is accepted for treatment services by an agency is a case management activity. **Contractors may bill a maximum of 4 units of case management services to conduct initial intake, perform client orientation, conduct health assessments, and assess the need for case management services.** A description of client orientation can be found in the Minimum Standards. Time spent billing for services is NOT a case management function, nor are providing reports to the Courts for DWI or Criminal Justice clients, rescheduling of appointments, other administrative activities, dispensing of medications, or writing progress notes or other documentation.

Computer Usage: Agencies allowing clients to utilize their computers/internet may bill the City one unit of computer usage per month per client. A progress note must document the service for each invoicing. The intent of this fee is to cover administrative costs for clients utilizing agency computers such as electricity, internet, ink, paper, etc. in order to allow for greater accessibility to resources necessary to complete treatment plan.

Group Counseling Client to Staff Ratio Maximums: A maximum of eight (8) clients can be facilitated by one (1) licensed counselor. A maximum of 9 –12 clients requires two licensed counselors. Group sign-in sheets are required to demonstrate appropriate ratios.

Education Group Client to Staff Ratio Maximums: A maximum of twenty- five (25) clients per facilitator. Group sign in sheets are required to demonstrate appropriate ratios.

Peer Support: The provision of offering and receiving help, based on shared understanding, respect and mutual empowerment between people in similar situations, conducted by a Certified Peer Support Worker. Services can include advocacy, linkage to resources, sharing of experience, community and relationship building, group facilitation, skill building, mentoring, and goal setting.

Crisis Intervention: A short-term helping process, focusing on resolution of the emergency or immediate problem. The maximum number of units allowable is two (2) units.

Mental Health Evaluation: A clinical assessment resulting in a DSM-IV-TR or DSM 5 diagnosis conducted by an independently licensed practitioner, such as a Ph.D. Psychologist, LPCC, or LCSW/LISW, if clinically indicated. **(Maximum of 4 units per voucher)**

Psychiatric Evaluation: A psychiatric visit for the purpose of diagnosing and monitoring mental health conditions, and/or prescribing and monitoring psychotropic medications for a dual diagnosis. **(Maximum of 16 units per voucher)**

D/C Outcomes Report & Quarterly Reports: Information for the **Discharge and Outcomes Report** may be collected during a regular individual counseling session. A maximum of \$8.00 may be billed for the completion of a Discharge and Outcome Report and /or Quarterly Report in City approved format. The data must be completed by the 15th after the close of the month, for example: February 2020 data must be entered by March 15, 2020. See Minimum Standards for definition.

Communication Service: Allowing for the addition of minutes added to client’s mobile phones to increase access to telehealth services and other remote services. Services will be reimbursed at \$20.00 increments. A progress note and receipt must document the service in client file. **(Maximum of 4 services per voucher)**

Alternative Activities: Alternative activities may include a variety of activities that can be experiential, educational, recreational, or skill building (such as budgeting or nutrition classes). Alternative activities are usually provided in group settings, and billing for these services can be done either under the education group rate, group counseling rate, or alternative group rate, **according to the nature of the services provided.** Therapeutic services, utilizing a licensed clinician, such as ropes courses, and art therapy group should be billed at the regular group counseling rate.

Addiction Severity Assessment: A biopsychosocial assessment used to evaluate a client for level of service eligibility. Specific assessment tool must be approved by the City.

Telehealth Services: Electronic services will be covered under the fee schedule. Agencies will adhere to best practices and state and federal regulations when utilizing telehealth services when such services are in the best interest of the health of the client. The Contractor is responsible for remaining current with regard to requirements surrounding telehealth. General state requirements for telehealth can be found at <https://www.hsd.state.nm.us/>, and federal requirements at <https://www.hhs.gov/regulations/index.html>. A telehealth consent must be obtained that details the parameters of the service and platform(s) used. Progress notes must indicate the mode of telehealth utilized (video, telephone, etc.)

Client Progress Update/Discharge Report Instructions

The City of Albuquerque collects and reports outcome data to determine the effectiveness of the PATH Substance Use Treatment Provider Network. The following client information is collected on the Client Progress Update/Discharge Report: Medical History, Employment, Financial and Educational information, Substance Use, Legal Status to include arrests and criminal justice involvement, Housing, Family/Interpersonal Information, and Psychiatric status. Initial data must be collected at the time of client's entry into the Voucher Program as part of the intake process. Treatment providers are required to collect and report outcomes data Quarterly and at Discharge

If a client has completed his/her treatment program, the Client Progress Update/Discharge Report should be completed with the client present to obtain the best information possible at time of admission, quarterly and discharge. However, if a client is being discharged because they: 1) never showed up for services/dropped out 2) are incarcerated, or 3) are deceased, then the client's assigned counselor must complete the report.

1. The report will need to be completed and billed to the city on the Request for Reimbursement.
2. The report should be completed within two weeks of the treatment plan updates and within two weeks of discharge.
3. A fee of \$8.00 will be paid for each Client Progress Update/Discharge Report.
4. Discharge
 - a. Notes should list counselor name and credentials.
 - b. Choose the appropriate reason, and indicate who the report is completed by;
 - i. Treatment Staff with Client: Treatment staff asking the questions, as part of a treatment session. (A maximum of 2 units of Individual Counseling can be billed to complete the form, in addition to the \$8.00 allocated to complete and submit the Discharge and Outcomes data.)
 - ii. Treatment Staff Only: Treatment staff completes the form without the client present. This would occur only when the agency has lost contact with the client for 30 days or more and the client is being discharged. (A maximum of \$8.00 has been allocated to submit the Discharge and Outcomes data.)
 - c. The Client Progress Update/Discharge Report form must be completed within 30 days from the last service provided to the client or within 30 days from the last client contact if the agency has lost contact with the client. The Client Progress Update/Discharge Report form should also be completed when the client has completed treatment and is discharged from the Voucher Program.
 - d. Discharge Type - complete only at discharge. List the most appropriate reason that describes the reason for the discharge:

- i. Completed treatment. The client has successfully met required treatment goals and treatment sessions (as specified in the treatment plan), has a relapse prevention plan and/or aftercare plan, if applicable. The client may have been advised to continue in aftercare on a self-pay or other payment basis.
- ii. Court ordered treatment sessions completed. The client has completed the required number of sessions (as per court order) and has met required court mandated treatment goals. The client has been advised to continue in treatment as further treatment is needed and voucher funds have not been expended.
- iii. Voucher funds expended. The client has expended the voucher funds available and is unable to self-pay even with a sliding fee scale. The agency has completed a discharge summary.
- iv. Voucher Funds Expended/Client Still in Treatment. The client has expended the voucher funds available, and the agency has completed a discharge summary, but the client continues to participate in treatment services and/or aftercare services, pro bono.
- v. Terminated Services – Dropped Out. The client has voluntarily dropped out of treatment against the recommendation of the treatment therapist, and the agency has completed a discharge summary.
- vi. Terminated Services – Lost Contact. The agency has lost contact with the client and has documented efforts to re-engage the client through phone calls, text messages, emails or mailings and the agency has completed a discharge summary.
- vii. Client moved out of area. A client must be a resident of the City of Albuquerque. If the client has moved out of Albuquerque, then they no longer qualify for Voucher services. The agency has completed a discharge summary.
- viii. Non-compliance with agency policies. The agency has discharged a client due to non-compliance with agency policies regarding treatment or program rules (threats or violence against staff, other clients, etc.) which have been documented within a completed discharge summary.
- ix. Administrative Discharge. The client has been administratively discharged as the client has not accessed services for 30 days and the agency has not completed a discharge summary. The agency must complete a discharge summary.
- x. Incarcerated. The client is in jail or prison, and the agency has completed a discharge summary.
- xi. Deceased. The client has passed away, and the agency has completed a discharge summary.
- xii. Client received alternative funding. The client has secured funding for treatment services other than through the City of Albuquerque and the client has decided to voluntarily leave treatment from the Voucher Program. For example: A client has

received funds (Medicare, Medicaid) to enter an in-patient treatment program. The agency has completed a discharge summary.

- xiii. Client changed provider. The client has decided to seek treatment through another agency in the City's Voucher Program. The original agency must release the client by completing a discharge summary form and the Voucher Modification form.

5. Clinical Recommendations. Complete only at discharge if the client:

- a. Needs further treatment services? Indicate the appropriate answer: "Yes", "No", "Not Applicable", or "Unknown". If "Yes" please provide a brief description of the services needed.
- b. Needs additional recovery support services? Indicate the appropriate answer: "Yes", "No", "Not Applicable", or "Unknown". If "Yes", please provide a brief description of the recovery support services needed.
- c. Is participating in an aftercare program? (Aftercare participation means a client attends scheduled sessions following a formal discharge from treatment for the purpose of relapse prevention.) Indicate the appropriate answer: "Yes", "No", "Not Applicable", or "Unknown". If the answer is "Yes," please provide a brief description of the aftercare program.

6. Client Progress Update – indicate the client's status for each outcome indicator.

- a. Arrest History/Criminal Justice Involvement: Indicate if the client is on Probation/Parole at the time the report is completed.
- b. Education: Indicate if the client has taken any vocational or educational training within the last 90 days. This would include enrollment for job skills training.
- c. Employment: Indicate the number of days employed within the last 90 days.
- d. Primary Health Care: Indicate the client's primary health care provider and access to health care services through a clinic or primary health care setting which does not include relying on hospital emergency room services; leave blank if the client does not have a primary care provider only utilizes the hospital emergency room for primary health care or if unknown.
- e. Social Problems: Indicate how many times in the past 30 days the client has experienced Social Problems.
- f. Insurance: Indicate if the client has had a change in their insurance coverage in the last 90 days.
- g. Controlled environment: Indicate the number of days a client has been in a controlled environment, and indicate which type environment(s) the client resided.
- h. Living Conditions: Select the most appropriate Living Conditions status for the client at the time the form is completed.

CLIENT PROGRESS UPDATE/DISCHARGE REPORT

CLIENT AND PROGRAM INFORMATION

Client Name	Client ID #	Level of Care
Name of Treatment Provider	Name of Primary Counselor	Date of Admission
Date of Last Contact	Report Completed By (Check one below) <input type="checkbox"/> Treatment Staff with Client <input type="checkbox"/> Treatment Staff Only	

DISCHARGE STATUS

Date of Discharge ____/____/____ (MM/DD/YY) Identify the type of discharge (check one only). <input type="checkbox"/> a. Completed treatment <input type="checkbox"/> b. Court ordered treatment sessions completed <input type="checkbox"/> c. Voucher funds expended <input type="checkbox"/> d. Voucher funds expended / Client still in treatment <input type="checkbox"/> e. Terminated services - dropped out <input type="checkbox"/> f. Terminated services - lost contact <input type="checkbox"/> g. Client moved out of area <input type="checkbox"/> h. Non-compliance w/agency policies <input type="checkbox"/> i. Administrative discharge <input type="checkbox"/> j. Incarcerated <input type="checkbox"/> k. Deceased <input type="checkbox"/> l. Client received alternative funding <input type="checkbox"/> m. Client changed program or provider	Clinical Recommendations - The client has a need: (Please use: Yes, No, An Amount, or a Check Mark as Indicated) <input type="checkbox"/> a. For further treatment services? If yes, describe _____ <input type="checkbox"/> b. For additional recovery support services? If yes, describe _____ <input type="checkbox"/> c. The client is participating in an aftercare program? ("Aftercare" means a client attends scheduled sessions following a formal discharge from treatment for the purpose of relapse prevention.) If yes, describe _____
--	--

CLIENT PROGRESS UPDATE (Due every 90 days with Treatment Plan Update)

Indicate the client's status for each outcome indicator. (Please use: Yes, No, An Amount, or a Check Mark as Indicated)	
Arrest History/Criminal Justice Involvement <input type="checkbox"/> On Probation Education Status <input type="checkbox"/> Have you taken any vocational or educational training in the last 90 days? Employment Status <input type="checkbox"/> Number of days in Last 90 days Employed _____ Primary Health Care <input type="checkbox"/> Client has access to primary health care services <input type="checkbox"/> How many times in the past 30 days has client experienced Social Problems _____ <input type="checkbox"/> Has the client had a change in insurance coverage in the past 90 days? _____ <input type="checkbox"/> Number of days in past 90 days has client been in a Controlled Environment (indicate which below) <input type="checkbox"/> Jail/Prison <input type="checkbox"/> Halfway House <input type="checkbox"/> Alcohol or Drug Tx. <input type="checkbox"/> Residential Tx. <input type="checkbox"/> Medical Tx. <input type="checkbox"/> Other _____ <input type="checkbox"/> Psychiatric Tx.	Living Conditions Status - Client is living <input type="checkbox"/> a. With family <input type="checkbox"/> b. With sexual partner alone <input type="checkbox"/> c. With children alone <input type="checkbox"/> d. With parents <input type="checkbox"/> e. Alone <input type="checkbox"/> f. With sexual partner and children <input type="checkbox"/> g. With friends <input type="checkbox"/> h. A controlled environment <input type="checkbox"/> i. With sexual partner, children & others <input type="checkbox"/> j. No stable environment <input type="checkbox"/> Number of Months in Current Living Situation _____

CLIENT SIGNATURE _____ DATE _____

PRIMARY COUNSELOR SIGNATURE _____ DATE _____

CLINICAL SUPERVISOR SIGNATURE _____ DATE _____

EXHIBIT B

FY2026 – PATH Renewal Application
 City of Albuquerque
 Department of Health, Housing and Homelessness

APPLICATION SUMMARY AND CERTIFICATION FORM

Note: Include this form as the first page to this Application with all appropriate signatures. Applications without this form will not be accepted.

1. Agency Name: Albuquerque Behavioral Health		
2. Mailing Address (Include City, State, & Zip Code) 8200 Mountain RD NE	3. Agency Contact & Telephone Number 505-830-6500-Office 505-304-2473- cell	
4. City Program Name: PATH Substance Use Treatment Provider Network		
5. Due Date: Tuesday May 6, 2025 11:30pm MST. (Earlier submissions are highly recommended)	6. Date Submitted: 5/2/2025	
7. Title of Applicant's Project and Brief Description: Application submission for continued acceptance in the City of Albuquerque's Substance Use Treatment Provider Network Program (PATH). The application describes Albuquerque Health Services LLC dba/ Albuquerque Behavioral Health's ability to provide high quality, ethical, comprehensive, and evidenced-based substance abuse treatment. We wish to continue to provide treatment services while being clinically appropriate and culturally relevant to meet all those in treatment. Our agencies' philosophy is to be able to provide significant positive change within the substance use/abuse population and assist in stabilizing individuals with co-occurring disorders within the community.		
8. Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable Federal, State, and City regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named Agency, obtained all necessary approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that s/he has been duly authorized by action of the governing body to bind the organization. The undersigned also hereby gives assurances that the agency will adhere to the Minimum Standards and the Administrative Requirements in its operation of City funded programs.		
a. Typed Name of Authorized Official of the Agency: Bobbie Anderson	b. Title Owner	c. Telephone Number 505-304-2473 d. email bobbiea@abqbh.com

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<p>e. Signature of Authorized Official of the Agency:</p> <p><i>Bobbie Anderson</i></p>	<p>f. Date Signed:</p> <p>5/2/2025</p>
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FY-2026 PATH RENEWAL APPLICATION

Complete the Application below, providing concise and complete responses. Questions should be directed to the following Behavioral Health and Wellness email address: bhwpath@cabq.gov.

Type of Application: ☒ Adult
☐ Adolescent

Levels of Care: ☒ Level .5
☒ Level I
☐ Level II.1

1. Agency Information

Agency Name: Albuquerque Behavioral Health
Number of Years Established as an Agency: 19 years
Authorized Official: Bobbie Anderson
Address: 8200 Mountain RD NE Alb NM, 87110

Agency Telephone Number: 505-830-6500	E-Mail Address: bobbiea@abqbh.com
Billing Contact: Bobbie Anderson	Billing Contact Telephone Number: 505-304-2473
Website Address: www.abqbh.com	Agency Fax Number: 505-830-6527

2. Languages in which therapeutic services can be provided: (Check all that apply.)

☒ English ☒ Spanish ☐ ASL ☐ Other languages: [Click or tap here to enter text.](#)

3. Is your agency authorized to accept Medicaid? Yes

4. Describe your processes to ensure eligible clients are enrolled in Medicaid in order to maximize access to services. Albuquerque Behavioral Health (ABH) works hard to ensure that each client receives treatment and funding for that treatment, is vital. We help clients when they first come to ABH to help apply for Medicaid coverage. The Medicaid coverage is a great benefit for the client. It not only covers substance abuse treatment it will allow the client to receive medical, vision, and dental coverage that is also, a need the client will have. The clients can receive Medicaid coverage also for their family. This is often important to help the client feel they are still providing something for their family, even though they might not have a job or be completely stable in their sobriety. Some Medicaid approval is for only family planning and would not cover substance abuse treatment. ABH is credentialed with most MCO's and all Medicaid insurers. The voucher program will only be utilized for those individuals who have a gap in funding. Keeping clients engaged in treatment can be difficult especially if their funding is cut short or eliminated completely. We ensure that every client that is in treatment that wants to continue treatment that may experience their funding of the voucher being exhausted or losing a different funding source, we will allow the client to continue no matter what. If the client is engaged and doing well in their program, we will work with them to help them continue in their recovery process. We will either give pro-bono services to the client, and then becomes free of charge to them, or we can work with them on a sliding fee scale or take small payments. We believe that a client feels better about earning their recovery when they participate in the process including the funding of their treatment.

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City of Albuquerque
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5. Please indicate the days of the week and the hours that you provide services:

Day of Week	Hours of Operation		Hours Clients Admitted	
	AM	PM	AM	PM
Monday	8a	8p	8a	5p
Tuesday	8a	8p	8a	5p
Wednesday	8a	8p	8a	5p
Thursday	8a	8p	8a	5p
Friday	8a	8p	8a	5p
Saturday	Upon	Request	Upon	Request
Sunday	Upon	Request	Upon	Request

6. Substance Use Treatment Program

- a. Since your last application, has there been any changes to your Substance Use Treatment program? If yes, explain. If no changes, enter N/A.
NA
- b. Since your last application, has there been any changes to the substances you treat. If yes, explain. If no changes, enter N/A.
NA
- c. Since your last application, has there been any changes to Recovery Support Services, either provided at or through an MOU with your agency? If yes, explain. If no changes, enter N/A.
NA

7. Clinical Staffing

- a. Identify Clinical Supervisors in your organization. Complete table below. Add rows if needed.

Name	Licensure Level	Years of Experience at this Level
Bobbie Anderson	LPCC	8
Elesha Fetrow	LPCC	4

- b. Since your last application, has there been any updates to your clinical supervision process? If yes, explain. If no changes, enter N/A.
NA
- c. List all staff that provide services including substance use treatment, case manager, and mental health, in the table below. Add rows if needed.

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Bobbie Anderson	Owner & Executive Director	LPCC	8	Matrix Model, 16 yrs. in field of addiction & mental health	NM Continuing Education Provider, Matrix, NCC, NGCC, ACA,

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Department of Health, Housing and Homelessness

					Seeking Safety, Addictions, Trauma, Crisis Intervention (to many to list)
Elesha Fetrow	Therapist	LPCC	4	9 yrs. working with children & families, & mental health, & addiction	Nurturing Heart Parenting Facilitator
Samara Konan	Therapist	LMSW	7	8 yrs. in the addiction & mental health	MRT, DBT, Trauma
David Maestas	Counselor	LADAC	24	29 yrs. in the field of addiction & in mental health	MRT, DV, Matrix
Jacquelyn Schaefer	Therapist	LMHC	11	31 years in the field of addiction & mental Health	MRT, DBT, Trauma
Shreya Wigh	Therapist	LMHC	3	4 years in the field of addiction & mental health	Matrix, DBT, MRT, Trauma
Pamela Swafford	Counselor	LSAA	3	4 years in the field of addiction and 6 years in mental health	MRT, DBT, Matrix, Mental health

- d. List all interns that provide services including substance use treatment, case manager, and mental health, in the table below. Add rows if needed.

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications

8. Populations Served

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- a. Since your last application, has there been any changes to the populations your agency prefers to work with and is staffed and specifically trained to treat? If yes, explain. **If no changes, enter N/A.**
NA
- b. Since your last application, has there been any changes to the specific any populations that your agency prefers not to work with or is not staffed/trained to treat? If yes, explain. **If no changes, enter N/A.**
NA
- c. Since your last application, has there been any changes to how your agency provides specific treatment for any special populations and any additional training your staff has received to work with this specific population? If yes, explain. **If no changes, enter N/A.**
NA
- d. For Applications to serve an adolescent population only: What qualifies your agency to provide treatment to adolescents? If yes, explain. **If no changes, enter N/A.**
NA

9. Case Management

- a. Since your last application, has there been any changes to how your agency determines a client needs Case Management Services? If yes, explain. **If no changes, enter N/A.**
NA
- b. Since your last application, has there been any changes to case management services that are provided on site, including frequency of engagement and client ratio? If yes, explain. **If no changes, enter N/A.**
NA
- c. Since your last application, has there been any changes to how your case managers assist clients in accessing services? If yes, explain. **If no changes, enter N/A.**
NA

10. Mental Health Services

- a. Does your agency provide mental health services with licensed and qualified mental health practitioners?
☒ Yes ☐ No **If Yes, please complete 10b & 10c. If No, proceed to 11.**
- b. Please check all mental health services that your agency provides to clients.
☒ Mental Health Assessment/Diagnosis. ☒ Mental Health Therapy (Not SU Tx.)
☐ Psychotropic Medication Evaluation ☐ Psychological Testing Services
- c. Since your last application, has there been any changes to how these mental health services are provided? If yes, explain. **If no changes, enter N/A.**
NA

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11. Children and Adolescent Safety (only applicable for Applications to serve an adolescent population)

- a. Since your last application, has there been any changes to how your agency provides for adolescent safety if both adults and adolescents are treated at the same site? If yes, explain. If no changes, enter N/A.

NA

12. Vouchered Services

- a. City voucher funds may not cover an entire course of treatment. Since your last application, has there been any changes to the measures your agency takes to continue treatment for clients once the voucher funds have been expended? Include leveraged fundings sources, if applicable, to sustain clients in treatment? If yes, explain. If no changes, enter N/A.

NA

13. Discharge Planning and Aftercare

- a. Since your last application, has there been any changes to your agency's discharge planning procedures to ensure successful discharge of clients? If yes, include a copy of the agency's discharge planning policy. If no changes, enter N/A.

NA

- b. Since your last application, has there been any changes to your aftercare services? If yes, explain. If no changes, enter N/A.

NA

APPENDIX A

ASAM CRITERIA AND REQUIRED SERVICE MIX

Provide a **SEPARATE** Appendix A for Type of Application and each Level of Treatment for which you are applying.

1. Type of Application

(check ONE only – use another Appendix A if applying for both):

- ☒ Adult
☐ Adolescent

2. Identify Level of Treatment

(check ONE only – use a separate Appendix A for each level applying for):

- ☒ Level .5
☒ Level I
☐ Level II.I

3. Please review pages 3-6 in this Application Packet. Based on the ASAM Criteria detailed on pages 3-6, and at www.ASAM.org; describe any changes to how your agency meets or exceeds that ASAM Criteria for the level of care marked above since your last application. If no changes, enter N/A

NA

4. Please review pages 6-8 in this Application Packet. Based on the required Service Mix detailed on pages 6-8, describe any changes to how your agency meets or exceeds the required Service Mix for the level of care marked above since your last application. If no changes, enter N/A

NA

5. FOR ADOLESCENT APPLICATIONS ONLY: How does your treatment methodology differ between your adolescent and adult substance use treatment programs, for the specific level of care addressed on this Appendix? If no changes, enter N/A

Click or tap here to enter text.

Exhibit C

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the “**BAA**”) to the underlying agreement (the “**Underlying Agreement**”) between **Albuquerque Behavioral Health, located at 8200 Mountain Rd. NE – Suite 106, Albuquerque, NM 87110**, (“**Contractor**”), and **the City of Albuquerque (“City”), located at 1 Civic Plaza NW, Albuquerque, NM 87102** is effective as of the effective date of the Underlying Agreement (the “**Effective Date**”). This BAA supplements and is made a part of any agreements between the City and Contractor involving the use or disclosure of Protected Health Information (“**PHI**”).

Under the Underlying Agreement, and depending upon the circumstances of the protected health information, as defined below, a party is receiving from, creating, maintaining, or transmitting on behalf of the other party certain data that would constitute “protected health information” within the meaning of the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”) the City may be either a Covered Entity (CE) or a Business Associate (BA), as such terms are defined within HIPAA, 45 CFR Parts 160 and 164. The terms of this BAA will apply to the City in its capacity as either a Covered Entity or Business Associate in the performance of its obligations and rights under the Underlying Agreement. The terms of this BAA will apply to the Contractor but only to the extent that the Contractor performs any action under the Underlying Agreement which makes it fall with the definitions of Covered Entity or Business Associate as those terms are defined within HIPAA, 45 CFR Parts 160 and 164.

WITNESSETH:

WHEREAS, the parties have entered into the Underlying Agreement, whereby the Contractor shall provide to the City, services associated with PATH Substance Use Treatment Provider Network; and

WHEREAS, as part of the PATH Substance Use Treatment Provider Network the parties may exchange certain information pursuant to the terms of the Underlying Agreement, some of which may constitute PHI, as defined below; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein the parties hereto do covenant and agree as follows:

1. DEFINITIONS

The following terms used in this BAA shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. No. 104-191: Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Required by Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use. Any other undefined term with a capital letter shall have the same meaning as such term in the HIPAA Rules (defined below in Section 1.3).

1.1. “**Breach**” shall mean any unauthorized acquisition, access, use or disclosure of protected

health information (PHI) that does not meet one of the three exceptions, as described in 45 CFR §164.402: (a) unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of BA or CE, made in good faith, and within the scope of authority and which does not result in further use or disclosure, (b) inadvertent disclosure from one authorized person to another within either CE or BA which does not result in further access or disclosure, or (3) disclosure of PHI where either CE or BA has a good faith belief that unauthorized person to whom disclosure was made would not reasonably have been able to retain the information.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. Business Associate shall be referred to throughout this BAA as BA, and may be either the City or the Contractor depending on the circumstances.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. Covered Entity shall be referred to throughout this BAA as CE, and may be either the City or the Contractor depending on the circumstances.

1.2. **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 including the Health Information Technology for Economic and Clinical Health Act (**“HITECH Act”**) codified at 42 U.S.C. §§17921-7954 and the Final Omnibus Rule (78 Fed. Reg. 5566) (Final Rule) as in effect or as amended from time to time.

1.3. **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term in 45 CFR §160.103 and shall include, without limitation, “Individually Identifiable Health Information,” defined by 45 CFR §160.103 as any information, whether oral or recorded in any form or medium, created or received by Business Associate from or on behalf of Covered Entity: (a) that relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual, and (b) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

2. **PURPOSE.** The Parties hereby agree that except as otherwise limited in this BAA, BA shall be permitted to use or disclose PHI provided or made available from CE to perform any function, activity or service for, or on behalf of, CE as specified in the Underlying Agreement.

3. **OBLIGATIONS OF BUSINESS ASSOCIATE.** BA covenants and agrees that it shall:

3.1. Not use or further disclose PHI other than as permitted or required under this BAA and the Underlying Agreement, or as required by law.

3.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA and the Underlying Agreement.

3.3. Maintain a written information security program consistent with HIPAA standards that includes administrative, technical, and physical safeguards to maintain the security of and prevent unauthorized access to Covered Entity’s PHI.

3.4. Conduct a security risk assessment in compliance with HIPAA and the HITECH Act.

3.5. Report to CE any use or disclosure of PHI not provided for by this BAA and the Underlying Agreement of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR §164.410, and any Security Incident of which it becomes aware as soon as possible and no later than within three business days of becoming aware of such Breach. Subsequent investigation shall include to the extent feasible, a prompt report to CE of the identification of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been accessed, acquired, or disclosed during such Breach, and any other information that CE deems necessary to meet its breach notification obligations under HIPAA.

3.6. In the event of a Breach, BA shall in consultation with CE, mitigate to the extent practicable any harmful effect of such Breach that is known to BA.

3.7. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to it with respect to such information.

3.8. Make available PHI in a designated record set to CE or to an individual respondent as necessary to satisfy CE's obligations under 45 CFR §164.524.

3.9. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to 45 CFR §164.526, or to an individual respondent as necessary or take other measures as necessary to satisfy its obligations under 45 CFR §164.526.

3.10 Maintain and make available the information required to provide an accounting of disclosures to CE or to an individual respondent as necessary to satisfy its obligations under 45 CFR §164.528.

3.11 To the extent CE is to carry out one or more of BA's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to its performance of such obligation(s).

3.12 Adopt and implement a policy and procedure for adhering to the HIPAA rules if BA performs marketing or fundraising services on behalf of CE and uses or discloses PHI in furtherance of those services, and shall remove the names of all Individuals who have expressly opted out of receiving future marketing or fundraising materials from BA on CE's behalf. If CE receives information of an Individual's request to opt out of future mailings, CE agrees to notify BA of such request as soon as reasonably practicable.

3.13 Make its internal practices, books, records and policies and procedures and documentation requirements relating to the use and disclosure of PHI received from, or created by, CE on behalf of BA available to the Department of Health and Human Services (DHHS), Office of Civil Rights (OCR) for purposes of determining compliance with the HIPAA Rules; and

3.14 In the event BA receives a valid order issued by a judicial, governmental or regulatory entity or mandate for release of PHI, BA shall be permitted to disclose such PHI after notifying

CE of the request as soon as reasonably practicable. At the sole cost of CE, BA will provide reasonable assistance to CE in seeking a protective order. BA shall, to the extent reasonably practicable, consult with CE prior to responding and shall advise CE of how it intends to respond as soon as such determination is made.

4. PERMITTED USES AND DISCLOSURES BY CE.

4.1 CE may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, including for reporting on and evaluating the network or as required by law.

4.2 CE may use or disclose PHI as required by law.

4.3 CE agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary standard set forth in 42 CFR §164.502(b). CE will consult with BA as necessary to determine what is the minimum necessary in any given situation.

4.4 CE may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by BA.

4.5 CE may use PHI in its possession to provide data aggregation services relating to the operations of BA, as provided for in 45 CFR §164.501.

4.6 CE may disclose PHI in its possession to third parties (subcontractors) for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that the disclosures are required by law or CE has entered into an agreement with subcontractor for the protection and use of PHI with substantially similar terms to this one.

4.7 CE may disclose PHI for treatment, payment, or health care operations, provided such disclosure is consistent with 42 CFR §164.506.

5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.

5.1 CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his/her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

5.2 CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by pursuant to 45 CFR §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

6. TERMINATION. Notwithstanding any other provision under this BAA and pursuant to federal law, BA and CE agree that this BAA and the Underlying Agreement may be terminated without penalty with thirty (30) days written notice.

7. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS. CE or BA may terminate this

BAA and the Underlying Agreement, effective immediately, if (a) CE or BA is named as a defendant in a criminal proceeding for a violation of HIPAA or (b) a finding or stipulation that CE or BA has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which CE or BA has been named.

8. RETURN OR DESTRUCTION OF PHI. If upon termination, cancellation, or expiration of the Underlying Agreement, it will be infeasible to return or destroy any or all PHI, as it is needed to provide continuing care and services, or it is contained in another record which is required to be kept, the terms of this BAA shall extend to all such PHI and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible, namely providing continuing care and services, or other required functions. If returning the PHI to CE is not feasible, BA shall destroy any and all PHI maintained by BA in any form whatsoever, including any copies thereof, with the exception of historical data which must be maintained in order to provide continuity of service or other required function. Should the return or destruction of the PHI be determined by BA to not be feasible, the terms of this BAA shall extend to the PHI until otherwise indicated by CE, and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible. Destruction of PHI must be in accordance with HHS standards and processes for rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals so that it is no longer Unsecured PHI. CE shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of termination, cancellation, or expiration of the Underlying Agreement. Within such thirty (30) days, CE shall certify in writing to BA that such return or destruction has been completed, will deliver to BA identification of PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

9. LIMITATION OF LIABILITY. Any liability incurred in connection with this BAA is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

10. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

11. TERM. This BAA shall become effective on the Effective Date and shall expire when the entire PHI is destroyed or returned pursuant to Section 8 above. The Parties agree that Sections 2, 3, 4, 9 and 10 of this BAA shall survive the termination or expiration of this BAA. Either Party may terminate this BAA immediately in the event of (a) a material breach that cannot reasonably be cured within fourteen days, (b) repeated breaches of the same material obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to the non-breaching Party.

The Health Housing and Homelessness Department wishes to enter into a professional technical agreement with ALBUQUERQUE HEALTH SERVICES LLC ALBUQUERQUE BEHAVIORAL HEALTH. The amount of the agreement is **\$100,000.00**.

Contract Summary: Provide Substance Use Treatment Services, including Mental and Behavioral Health Services.

In submitting this Request for Approval, I agree that I have reviewed and will comply with the rules of ethical conduct set out in the City's Conflict of Interest Code at Sections 3-3-1 et seq. and the Purchasing Ordinance at Sections 5-5-22 et seq.

Department Director: *Joseph Montoya* **Date:** 6/3/2025 6:45:57 PM

CPO: *Kathleen Oney* **Date:** 6/4/2025 8:43:18 AM

CAO: *Carla Martinez* **Date:** 6/4/2025 10:30:43 AM