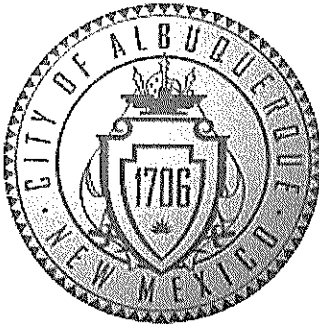


EC-24-181




Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

July 2, 2024

TO: Dan Lewis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Authorization to Supplement a Professional Technical Agreement with Albuquerque Behavioral Health to Provide Substance Use Treatment

The Department of Health, Housing and Homelessness, Behavioral Health & Wellness Division, is supplementing an existing agreement with Albuquerque Behavioral Health (ABH), an agency eligible to contract through professional/technical services contract as a network substance use treatment provider. The supplemental agreement for ABH is in the total amount of \$550,000, and is based on the past fiscal years' billable services. ABH is a For-Profit entity and meets 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 they provide.

The Department of Health, Housing and Homelessness has already 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-25 budget for substance use treatment vouchers.

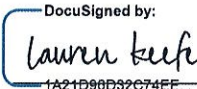
The Department of Health, Housing and Homelessness respectfully forwards this request to the Council for consideration and action.

Legislation Title: **Authorization to Supplement a Professional Technical Agreement with Albuquerque Behavioral Health to Provide Substance Use Treatment**


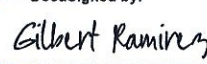
Approved:


Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 7/17/2024 | 12:46 PM MDT
1A21D98D82C74EE... Date
City Attorney

Recommended:

 DocuSigned by:
 7/16/2024 | 3:59 PM MDT
F9705DFAA0D248A... Date
Gilbert Ramirez, Director
Dept. of Health, Housing and Homelessness

Cover Analysis

1. What is it?

This is an EC requesting approval for FY-25 Substance Use Treatment contractors to exceed the \$100,000 funding aggregate.

2. What will this piece of legislation do?

This legislation will allow Substance Use Treatment providers who have professional and technical service contracts with the City to provide vouchered treatment services to persons in need of such services as determined by the Addiction Severity Assessment (ASA), the total value of which may exceed \$100,000.

3. Why is this project needed?

Approval will allow the treatment providers 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?

FY-25 budget for substance use treatment vouchers was appropriated in C/S R -24-36, R-2024-036 (Substance Use). The total cost of the treatment services at each treatment provider site is unknown until the end of the fiscal year, because it is not possible to predict how many referrals each provider may receive. The total funding amount is never exceeded.

5. Is there a revenue source associated with this legislation? 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:Authorization to Supplement a Professional
Technical Agreement with
Albuquerque Behavioral Health to Provide
Substance Use Treatment

R:
FUND: 110

DEPT:3023812

O:

- [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:

| | 2025 | Fiscal Years 2026 | 2027 | 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-25 amount budgeted for substance abuse treatment vouchers. In FY 2025, no fiscal impact. FY 25 budget for substance use treatment vouchers was appropriated in C/S R -24-36, R-2024-036 (Substance Use).

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

PREPARED BY:APPROVED:

DocuSigned by:
Anna Marie Lujan
7/16/2024 | 10:16 AM MDT
FISCAL MANAGER

DocuSigned by:
Gilbert Ramirez
7/16/2024 | 3:59 PM MDT
DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Haiyan Zhao
7/16/2024 | 4:01 PM MDT
EXECUTIVE BUDGET ANALYST

DocuSigned by:
Lawrence Davis
7/16/2024 | 5:03 PM MDT
BUDGET OFFICER (date)

DocuSigned by:
Christine Boerner
7/17/2024 | 9:33 AM MDT
CITY ECONOMIST

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, ALBUQUERQUE BEHAVIORAL HEALTH, 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 a client’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 FY-25 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 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, PATH Substance Use Treatment Provider Network, which is attached hereto and incorporated herein).
- D. Comply with Client Progress Record reporting through the Discharge and Outcomes Report form as detailed in Exhibit A, Attachment 3 (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”) standard for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and 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 *Albuquerque Minimum Standards for Substance Use Treatment and Prevention Services*, as amended from time to time, and applicable terms in the *Administrative Requirements for 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 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*.

2. Term of Agreement. Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any

event, all of the Services required hereunder shall be completed by June 30, 2025.

If outpatient substance use treatment services for a client are begun prior to June 30, 2025, 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, 2025. 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 hereof, 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 current Voucher Clinical Services Specifications for the City of Albuquerque PATH Substance Use Treatment Provider Network, 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, 2024, through July 6, 2024, 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-25 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 - FY25 Service Invoicing Schedule. 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.

5. Personnel.

A. 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.

B. 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.

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

A. 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.

B. 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.

C. 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.

D. 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 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 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.


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:

DocuSigned by:



97BD66D2179248C...

Date: 6/4/2024 | 2:58 PM EDT


Name: Bobbie Anderson

Title: Executive Director/Owner

CITY OF ALBUQUERQUE:

Approved By:

DocuSigned by:



1A21D96D32C74EE...

Date: 6/7/2024 | 12:09 PM MDT

Name: Lauren Keefe


Title: City Attorney

DS

PP

Approved By:

DocuSigned by:



F9705DFAA0D2484...

Date: 6/4/2024 | 1:18 PM MDT

Name: Gilbert Ramirez

Title: Director

DS

ME

Approved By:

DocuSigned by:



5EAB2A5A4D104D1...

Date: 6/7/2024 | 12:19 PM MDT

Name: Jennifer Bradley

Title: Chief Procurement Officer

FIRST AMENDED AGREEMENT TO #2024PT00000333

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 dba ALBUQUERQUE BEHAVIORAL HEALTH LLC, 8200 Mountain Rd. NE Suite 106 Albuquerque, NM 87110** a New Mexico Non-Profit Corporation ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an agreement, dated July 01, 2024, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to perform certain Services; and

WHEREAS, in this First Supplemental Agreement, 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 do 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 Clinical Services Specifications (Fee Schedule), which may be amended or updated from time to time, up to the amount of **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)**. 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 Supplemental Agreement, in which event, the terms and conditions of this First Supplemental Agreement shall control.
3. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.
4. 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 the Agreement 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:

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|----------|-------|--------|-------|
| Approved | | Date: | |
| By: | _____ | | _____ |
| Name: | _____ | Title: | _____ |

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| By: | _____ | | _____ |
| Name: | _____ | Title: | _____ |

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 as part of the substance use treatment provider network, known as the Providing Addiction Treatment and Healing (PATH) Substance Use Treatment Provider Network to residents who are not enrolled in Medicaid or who do not receive full Medicaid funding and need financial support for substance use treatment 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: *Gilbert Ramirez* **Date:** *5/17/2024 4:05:16 PM*

CPO: *Jennifer Bradley* **Date:** *5/17/2024 4:07:35 PM*

CAO: *Samantha Sengel* **Date:** *5/19/2024 9:11:50 PM*