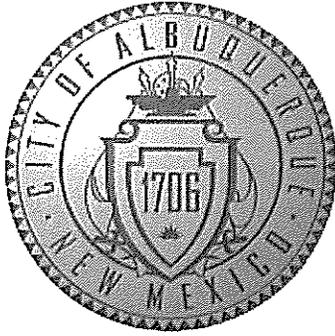


EC-23-339



Mayor Timothy M. Keller

**CITY OF ALBUQUERQUE**  
**Albuquerque, New Mexico**  
**Office of the Mayor**

**INTER-OFFICE MEMORANDUM**

July 18, 2023

**TO:** Patrick Davis, President, City Council**FROM:** Timothy M. Keller, Mayor *TK***SUBJECT: Authorization to Supplement a Professional Technical Agreement with Engender, Inc. to Provide Substance Use Treatment**

The Department of Family & Community Services, Behavioral Health & Wellness Division, is supplementing an existing agreement with Engender, Inc., an agency eligible to contract through professional/technical services contract as a network substance use treatment provider. The supplemental agreement for Engender, Inc., is in the total amount of \$350,000, and is based on the past fiscal years' billable services. Engender Inc., is a Non-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 Family & Community Services 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-24 budget for substance use treatment vouchers.

The Department of Family & Community Services respectfully forwards this request to the Council for consideration and action.



## **Cover Analysis**

### **1. What is it?**

This is an EC requesting approval for FY-24 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?**

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 funding source is the City General Fund, and the total amount available in the General Fund treatment voucher pool is \$805,676. The total funding amount is never exceeded, however, because the invoicing process automatically “debits” a “shadow” voucher pool account, and providers are not allowed to enter further amounts for invoicing once all funds have been spent.

### **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  
Engender, Inc. to Provide Substance Use  
Treatment

R:

O:

FUND: 110

DEPT: 2923812

- 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:

	2024	Fiscal Years		Total
		2025	2026	
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-			-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property	-		-	-
Indirect Costs	-			-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	-	-		-
City Cash Match	-			-
City Inkind Match			-	-
City IDOH	-	-		-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

These estimates do not include any adjustment for inflation.

\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** FCS 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-24 amount budgeted for substance abuse treatment vouchers. In FY 2024, no fiscal impact. FY 24 Budget for substance abuse treatment vouchers in the amount of 805,676 was appropriated in C/S R -23-123, R-2023-041 (Substance Abuse operating.

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

PREPARED BY:

APPROVED:

DocuSigned by:  
Anna M Uyan 7/25/2023 | 1:19 PM MDT  
703FC7640798440  
FISCAL MANAGER

DocuSigned by:  
Carol M Pierce 7/26/2023 | 1:49 PM MDT  
7251C1D0962418  
DIRECTOR (date)

REVIEWED BY:

DocuSigned by:  
Haiyan Zhao 7/26/2023 | 2:01 PM MDT  
E1166E31001287  
EXECUTIVE BUDGET ANALYST

DocuSigned by:  
Lawrence L. Davis 7/27/2023 | 3:27 PM MDT  
D02282887032446  
BUDGET OFFICER (date)

DocuSigned by:  
Christine Boerner 7/28/2023 | 6:37 AM MDT  
5712331058470  
CITY ECONOMIST



# City of Albuquerque

## Family and Community Services

Timothy M. Keller, Mayor

### Interoffice Memorandum

DATE: 05.30.2023

**To:** Lawrence Rael, Chief Administrative Officer

**From:** Carol M. Pierce, Director DS  
CP

**Subject:** Request for Approval of Purchase of Professional Technical Service Exceeding \$55,000 in One Fiscal Year

Pursuant to Administrative Instruction 1-1, Section III.B.2., for all professional/technical contracts that will exceed \$55,000 in one fiscal year, Departments shall prepare a form explaining how the Department arrived at the best obtainable price for the services. With this memorandum, the Department of Family and Community Services (DFCS) wishes to again enter into a professional/technical agreement with **Engender** for the purpose of assisting the Department with providing substance use treatment as part of the substance use treatment provider network, known as the Providing Addiction Treatment and Healing (P.A.T.H.) 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. Criteria for this program includes the following: clients must actively need substance use disorder treatment, must not currently be receiving full Medicaid benefits, must not be receiving substance use treatment through other funding sources, and must be considered very low income according to federal HUD guidelines.

DFCS provides the following explanation of the how it arrived at the best obtainable price for the services: the Division of Behavioral Health and Wellness (DBHW) determines the fee schedule for the P.A.T.H. network, based on local reimbursement rates, and the fee is non-negotiable by applicants to the network. Additionally, the Department has a non-exclusionary, open application process throughout the year, where in which any new provider who applies and meets established requirements for provision of services may be a network contract provider. Current providers that are re-applying must meet performance standards as set forth in the *Albuquerque Minimum Standards for Substance Abuse Treatment Services*. Network providers include both non-profit and for-profit providers. DBHW has received applications from several providers, one of which was Engender, which met eligibility to contract through a professional/technical services contract as a provider under the P.A.T.H. network.

In submitting this Request for Approval, I agree that I have reviewed and will comply with the rules of ethical conduct set out in §3-3-1 *et seq.* ROA 1994 and the Purchasing Ordinance at §5-5-22 *et seq.* ROA 1994.

**APPROVED:**

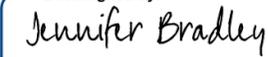
DocuSigned by:  


B2029FDF78E649F...  
Lawrence Rael

Chief Administrative Officer

Date: 6/2/2023 | 10:20 AM MDT

DocuSigned by:



5EAB2A3A4D104D1...  
Jennifer Lee Bradley

Chief Procurement Officer

Date: 5/31/2023 | 4:30 PM MDT

**CONTRACT CONTROL FORM**

Contact: Sandra A Archuleta  
 Phone: \_\_\_\_\_

Req. Num.: \_\_\_\_\_  
 Acct. Num.: \_\_\_\_\_  
 Act. Num.: \_\_\_\_\_

CCN: 202301340

**PRELIMINARY**

Type of Agreement: Professional/Technical Services

For Grants Only:  
 Indirect Costs for General Fund  
 Services  
 % \_\_\_\_\_  
 \$ \_\_\_\_\_

Description: Subsidy for OP SU Tx Cts.  
 Dept/Div: /

Vendor: Engender, Inc.  
 Contract Amount: \$100,000.00 Payable  
 Contract Total:

Contract Term: 07/01/2023 to: 06/30/2024  
 FY Aggregate: \$100,000.00

Date Submitted: 06/26/2023

**PROCUREMENT:  
 WAIVERS REQUIRED:**

RFP: No

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

Ins: \_\_\_\_\_

Waiver Letter Attached: \_\_\_\_\_ Approved: \_\_\_\_\_

**DRAFT CONTRACT:**

Recd by Legal: \_\_\_\_\_ Rejected/Returned to Dept: \_\_\_\_\_ / \_\_\_\_\_

Returned to Legal: \_\_\_\_\_ / \_\_\_\_\_ Approved: \_\_\_\_\_ Initials: \_\_\_\_\_

**INSURANCE AND BONDS REQUIRED:**

Bonds Required: NONE Attached: \_\_\_\_\_

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: \_\_\_\_\_

Automobile Liability;

\*\*\*\*\*

**FINAL CONTRACT REVIEW**

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			<sup>DS</sup> JB	7/17/2023   5:36 PM MDT		
Asst. City Attorney:			<sup>DS</sup> PP	7/11/2023   1:00 PM MDT	<sup>DS</sup> ME	7/17/2023   12:03 PM MDT
CIP:						
City Attorney:			<sup>DS</sup> Lk	7/17/2023   1:35 PM MDT		
CAO:						
Department:			<sup>DS</sup> CMP	7/14/2023   4:49 PM MDT		
Budget:						
Others:						



## AGREEMENT

THIS 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 Engender, Inc. 6749 Academy Rd. NE, Albuquerque, NM, 87109 ("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 Contractor represents that it has the experience, resources and expertise necessary to execute the activities and services desired; and

WHEREAS, the City desires to engage the Contractor to render certain services as described herein, and the Contractor is willing to provide such services; and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do 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-24 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, Providing Addiction Treatment & Healing – P.A.T.H. Substance Use Treatment Subsidy Voucher Program, 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 Department of Family and Community Services’ *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. **Time of Performance.** 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, 2024.

If outpatient substance use treatment services for a client are begun prior to June 30, 2024, and outpatient substance use treatment must extend beyond that date, the City shall require the Contractor to: 1) continue to handle 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, 2024. 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 Voucher Program, 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 to 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, 2023, through July 8, 2023, and subsequent Service Periods will be for a two (2) week period (Sunday through Saturday), with exceptions noted on Exhibit A, Attachment 2, Providing Addiction Treatment & Healing – P.A.T.H. Substance Use Treatment Subsidy Voucher Program - FY-24 Service Invoicing Schedule, which is attached hereto and incorporated herein.

i. The Contractor will be required to submit a Request for Reimbursement (Excel Spreadsheet) every two (2) weeks in conjunction with the Providing Addiction Treatment & Healing – P.A.T.H. Substance Use Treatment Subsidy Voucher Program - FY-24 Service Invoicing Schedule. The Contractor will be required to enter the following information on the Request for Reimbursement:

- a) Agency name
- b) Agency full address
- c) Agency POR #
- d) Billing Period
- e) Invoice Date
- f) Client number
- g) Date of service
- h) Service Type

- i) Time of Service
  - j) Number of Service Units
  - k) Total charges – based on current Fee Schedule. The Excel Spreadsheet will automatically total taxes based on current tax rate, for agencies that are For-Profit.
- 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 billed 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, payment will not be made.
  - iv. Invoices must be submitted to the City every two (2) weeks.
  - v. 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.
- 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 un-appropriates 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. **Payment Contingent on Performance.** The scope identifies the expectations of performance and deliverables. Should the Contractor fail to comply with these expectations to the City's satisfaction, the City is entitled to withhold payment or a portion of payment until the Contractor has demonstrated full compliance with the expectations outlined in the Scope.
- E. **Responsibility to Monitor Contract.** 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 commercial general liability coverages required, the City shall be named as an additional insured, which shall be reflected on all certificates of insurance and endorsement documents. All coverages afforded shall be primary with respect to operations provided. The kinds and amounts of insurance required are set out below:

**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	Per Occurrence
\$2,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 5,000	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. Automobile Liability Insurance.** N/A

**C. Workers' Compensation Insurance.** Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.

- D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
- E. Sexual Abuse Molestation Coverage.** N/A
- F. Cyber Liability Coverage.** N/A
- G. 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. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights 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, 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, 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. **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.

31. **Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement as of the last signature date set forth below.

**CONTRACTOR:**

Company: Engender, Inc.

Approved By: DocuSigned by:  
*Deborah Patrick, CEO*  
DB0E7E822EB042C...  
Deborah Patrick, CEO

Date: 7/12/2023 | 12:50 PM MDT

Name: \_\_\_\_\_

Title: CEO

**CITY OF ALBUQUERQUE:**

Approved By: DocuSigned by:  
*Carol M Pierce*  
72F4E134004641B...  
Carol M Pierce

Date: 7/14/2023 | 4:49 PM MDT

Name: \_\_\_\_\_

Title: Director Family and Community Services

DS  
PP

Approved By: DocuSigned by:  
*Jennifer Bradley*  
5EAB2A5A4D104D1...  
Jennifer Bradley

Date: 7/17/2023 | 5:36 PM MDT

Name: \_\_\_\_\_

Title: Chief Procurement Officer

## Exhibit A

### Providing Addiction & Treatment Healing – P.A.T.H. Substance Use Treatment Subsidy (Voucher Program)

Client information and associated data that is created, documented, and maintained as part of the P.A.T.H. Voucher Program resides at both the contracted agency and with the City. Providers have access to confidential information about their own 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 P.A.T.H. Treatment Provider - Clinical Services Specifications, as amended from time to time (Fee Schedule). 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 P.A.T.H. Voucher Program.

#### 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 determined to meet the eligibility criteria for subsidies will then need to have a biopsychosocial assessment conducted to determine need for 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 has the following components:

Vouchers are created using the following information:

- A. General Information: Provide a couple of sentences summarizing the intake information such as referral source and reason, age and ethnicity, etc.
- B. Medical: Summarize the information obtained in this area 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 the information obtained in this area and address how this might contribute to the client's current problems and what he needs to assist in or 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 has that impacted the client's development of strengths or limitations. Include the quality of current relationships with both family and social, 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. Psychiatric: 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 impact treatment. Discuss any details about lifetime of trauma and use. If any Suicidal or homicidal ideations, explain. Discuss client's experience in prior mental health treatment. If currently or historically using psychotropic medication, discuss effectiveness.
- H. Summary and Diagnosis: Detail a brief summary of how and why the client was referred and their current living situation. Briefly summarizing the above domains. Summarize any case management needs that were identified. Take all the information/facts gathered and assess why the client is seeking treatment, and their motivation for treatment. This includes an assessment of the predominant treatment needs, and your evaluation of client's current biopsychosocial health. Use your clinical skills to summarize and assess. 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: Detailed in the summary and disposition will be reported to the City via email. Upon reporting to the City, the following: Client name, 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 at any point during the fiscal year**

funds for that year – or for the current quarter, if the fund is allocated quarterly – are exhausted, all subsidies will end for that year or quarter, *irrespective of the existence of vouchers that still retain value*. When the next fiscal period begins, whether a year or a quarter, 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.

In order to receive payment, the Contractor must first submit an invoice to the City. The first Service Period will be from July 1, 2023, through July 8, 2023, and subsequent Service Periods will be for a two (2) week period (Sunday through Saturday), with exceptions noted on Exhibit A, Attachment 2, Providing Addiction & Treatment Healing - P.A.T.H. Substance Use Treatment Subsidy Voucher Program - FY-24 Service Invoicing Schedule, which is attached hereto and incorporated herein.

- A. The contractor will be required to submit a Request for Reimbursement (Excel Spreadsheet) every two (2) weeks in accordance with the Providing Addiction & Treatment Healing - P.A.T.H. Substance Use Treatment Subsidy Voucher Program - FY-24 Service Invoicing Schedule. The contractor will be required to enter the following information on the Request for Reimbursement:
  - i) Agency name
  - ii) Agency full address
  - iii) Agency POR #
  - iv) Billing period
  - v) Invoice date
  - vi) Client number
  - vii) Date of service, must fall between the effective and expiration dates of the voucher
  - viii) Service type, must be one of those authorized for the particular type of voucher that was issued
  - ix) Time of service
  - x) Number of Service Units (The duration of the service must fall within the limits specified for that service type)
  - xi) Total charges—based on the current Fee Schedule. For those agencies that are For Profit, the Excel Spreadsheet will automatically total Gross receipt taxes based on the current tax rate. The value of the service must be less than or equal to the remaining value of the voucher.
  - xii) Signature of authorized representative of the agency indicating approval of the invoice.
  
- B. 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.
  
- C. 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.

- D. 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 to the City.

**IMPORTANT NOTE:** Any service accepted by the City will be compensated. The total funds available for subsidies are reduced as services are paid to the contractor. In addition to the aforementioned items, it is important to note that the City only allows submission of services that meet the following criteria:

- A. The service has already occurred before billing the City. **(NO PRE-BILLING);** and
- B. The service must have occurred between the start and the end of the current two-week invoicing period **(NO BACKBILLING).**

### **III. Invoicing and payment of services**

Invoices for services covered by treatment vouchers must be generated every two weeks and submitted to the City for payment. For current Fiscal Year invoice cycle, please refer to Attachment 2. The process of submitting services is:

- A. Services performed on or after the start day for the invoice period are not invoiced until the next invoice period. **For example:**
  - i.) July 8, 2023 ends an invoice period. July 9, 2023 starts the next one.
  - ii.) July 14, 2023 is the day on which invoices are submitted.
- B. 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 via email to the assigned program specialist, and copy the Community Outreach Coordinator and Division Manager. The City will then follow their 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.
- C. The City will conduct a minimum of one (1) billing review per year of each Voucher Program Provider. 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.

### **IV. Vouchers/Voucher Modifications**

#### 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, a

Voucher Modification form (Attachment 5) may be used to add additional funds, add additional time, change the level of treatment, or transfer a client to a different P.A.T.H. provider.

### Voucher Modifications

A Voucher Modification form is completed by the client's therapist and approved by the agency's Clinical Supervisor. The Voucher Modification form is then emailed to the Clinical Consultant to the City of Albuquerque, and the assigned Program Specialist. Once approved by the Clinical Consultant, the Clinical Consultant will email the approved Voucher Modification to the appropriate City Staff for approval. Once approved by City Staff, the Program Specialist will email 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 utilized 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. The criteria for requesting additional dollars be added to the voucher is 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 vouchers are 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) months may be added to the existing voucher. The time extension may be requested 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. For example: A client who initially received a Level I voucher valued at \$5,200, might subsequently be deemed in need of more intensive services, and the voucher can be upgraded to a Level II.1 valued at \$6,800. The upgrade process requires a clinical review of the client's circumstances by the agency, City staff or a designated Utilization Review person/board. 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 may 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 P.A.T.H. Voucher Program 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 P.A.T.H. 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).

#### Funding Allotment

Because the P.A.T.H. Voucher Program operates with limited money while the need for subsidized treatment is great, it is possible that each year's subsidy fund may not cover all services provided to all qualified clients. In order to reduce the impact of funding shortfalls on providers, subsidy funds will be allocated on a quarterly basis during the fiscal year (July 1 to June 30), one-fourth being made available July 1<sup>st</sup>, one-fourth added on October 1<sup>st</sup>, 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 P.A.T.H. Voucher Program 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.

**CITY OF ALBUQUERQUE**  
**Income Limit Reference**

**United States Department of Housing and Urban Development**  
**2022 Income Thresholds Albuquerque, New Mexico**

ADJUSTED INCOME LIMITS

<https://www.cabq.gov/family/documents/publications/hud-income-rent-limits.pdf/view>

<b>Program</b>	<b>1 Person</b>	<b>2 Person</b>	<b>3 Person</b>	<b>4 Person</b>	<b>5 Person</b>	<b>6 Person</b>	<b>7 Person</b>	<b>8 Person</b>
30% of AMI	15,900	18,150	20,400	22,650	24,500	26,300	28,100	29,900
50% of AMI	26,450	30,200	34,000	37,750	40,800	43,800	46,850	49,850
60% of AMI	31,740	36,240	40,800	45,300	48,960	52,560	56,220	59,820
80% of AMI	42,300	48,350	54,400	60,400	65,250	70,100	74,900	79,750
Area Median Income (AMI)	52,900	60,400	68,000	75,500	81,600	87,600	93,700	99,700

Providing Addition & Treatment Healing – P.A.T.H.  
Substance Use Treatment Subsidy Voucher Program

**FY-24 Service Invoicing Schedule**

<b>QUARTER 1 Service Period</b>	<b>QUARTER 1 Last Date to Submit Invoice to City</b>
<b>July 1 – 8, 2023</b>	<b>July 14, 2023</b>
July 9 – 22, 2023	July 28, 2023
July 23 – August 5, 2023	August 11, 2023
August 6 – 19, 2023	August 25, 2023
August 20 – September 2, 2023	September 8, 2023
September 3 – 16, 2023	September 22, 2023
September 17 – September 30, 2023	October 6, 2023
<b>QUARTER 2 Service Period</b>	<b>QUARTER 2 Last Date to Submit Invoice to City</b>
October 1 – 14, 2023	October 20, 2023
October 15 – 28, 2023	November 3, 2023
October 29 – November 11, 2023	November 17, 2023
November 12 – 25, 2023	December 1, 2023
November 26 – December 9, 2023	December 15, 2023
December 10 – 23, 2023	December 29, 2023
December 24, 2023 – January 6, 2024	January 12, 2024
<b>QUARTER 3 Service Period</b>	<b>QUARTER 3 Last Date to Submit Invoice to City</b>
January 7 – 20, 2024	January 26, 2024
January 21 – February 3, 2024	February 9, 2024
February 4 – 17, 2024	February 23, 2024
February 18 – March 2, 2024	March 8, 2024
March 3 – 16, 2024	March 22, 2024
March 17 – 30, 2024	April 5, 2024
<b>QUARTER 4 Service Period</b>	<b>QUARTER 4 Last Date to Submit Invoice to City</b>
March 31 – April 13, 2024	April 19, 2024
April 14 – 27, 2024	May 3, 2024
April 28 – May 11, 2024	May 17, 2024
May 12 – 25, 2024	May 31, 2024
May 26 – June 8, 2024	June 14, 2024
June 9 – 22, 2024	June 28, 2024
<b>June 23 – 30, 2024</b>	<b>July 5, 2024</b>

**Client Progress Update and/or Discharge Report Instructions**

Attachment 3

The City of Albuquerque collects data to determine the effectiveness of its P.A.T.H. Voucher Program. The City has developed a Client Progress Record that includes information on discharge which collects data on client outcomes using several indicators, including: 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. Due to the manual process, the initial data must be completed at the time of client's entry into the Voucher Program as part of an intakes session. Treatment providers will be required to collect and report outcomes data Quarterly and at Discharge

If a client has completed his/her treatment program, the Client Progress Record should be completed with the client present to obtain the best information possible at time of 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 Client Progress Record.

1. The Client Progress Record (Outcomes and Discharge Report) will need to be completed and billed to the City on the Request for Reimbursement.
2. The Client Progress Record 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 Discharge and Outcomes Report.

Discharge Information (completed at time of discharge in addition to items referenced above)

1. Notes should list counselor name and credentials.
2. At discharge, choose the appropriate reason, and indicate who the report is completed by;
  - a. 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.)
  - b. 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.)
3. The Discharge and Outcomes 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 Discharge and Outcomes Report form should also be completed when the client has completed treatment and is discharged from the Voucher Program.
4. Discharge Type - complete only at discharge. List the most appropriate reason that describes the reason for the discharge:
  - a. 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.
- b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. Incarcerated. The client is in jail or prison, and the agency has completed a discharge summary.
  - k. Deceased. The client has passed away, and the agency has completed a discharge summary.
  - l. 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.
  - m. 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.
  - i. Social Determinants of Health: The City is collecting information regarding Social Determinants of Health (SDOH) to provide a uniform means to collect information through City-funded contracts on the unmet needs encountered by service customers. This screening tool uses a modified portion of the questions from the AHC HRSN Screening Tool issued by the Centers for Medicare and Medicaid Services (CMS), and includes suggested City added text to improve clarity. Complete the SDOH form in accordance with instructions and submit with the invoice during which the Quarterly Progress Report is completed.

**CLIENT PROGRESS UPDATE AND/OR 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 _____
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**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
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CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PRIMARY COUNSELOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CLINICAL SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



SOCIAL DETERMINANTS OF HEALTH

**Purpose:** Provide a uniform means to collect information through City-funded social service contracts on the unmet needs encountered by service customers. Data otherwise not available will be used to inform the City and public on unmet needs that need attention and aggregate progress of city-funded services.

**Validity:** This screening tool uses a modified portion of the questions from the AHC HRSN Screening Tool issued by the Centers for Medicare and Medicaid Services (CMS)<sup>1</sup>, and includes suggested City-added text to improve clarity. Multiple Albuquerque agencies and health providers use the original CMS screening tool, which allows data collected by the City can be compared with a rich local and national dataset. Screening questions are organized in the City of Albuquerque Family and Community Services Outcome categories, all of which contribute to improve public safety.

**Instructions:** Administer at intake, quarterly and at discharge. Provide the completed form to the City with the biweekly invoices. Any "yes" responses or responses that indicate additional supports are needed requires additional screening and/or referral as appropriate.

Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Number: \_\_\_\_\_

Intake  Quarterly  Discharge

**Client Age:**  18-24  25-45  46-65  over 65 **Gender:**  M  F  Other

**Race & Ethnicity**

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- Two or more races
- Hispanic or Latino
- White alone, not Hispanic or Latino

**1. Within the past 3 months have you worried that food would run out for you and your family? <sup>2</sup>**

- Often true
- Sometimes true
- Never true
- N/A - I was in a residential facility the last three months or longer (can include hospital, residential treatment, correctional facility, etc.)
- Uncomfortable in disclosing at this time

2. In the past 3 months, has lack of reliable transportation kept you from medical appointments, meetings, work or from getting things needed for daily living? <sup>1</sup>
- Yes
  - No
  - N/A - I was in a residential facility the last three months or longer (can include hospital, residential treatment, correctional facility, etc.)
  - Uncomfortable in disclosing at this time
3. Has anyone, including family and friends, in the last 3 months, harmed you or threatened you with harm (physically, psychologically, or emotionally, which can include isolation, financial control, sexual abuse, or manipulation)? <sup>2</sup>
- Yes
  - No
  - Uncomfortable in disclosing at this time
4. Do you want help finding or keeping work or a job or with school or training? <sup>3</sup>  
For example, finding a job, keeping a job, starting or completing job training or getting a high school diploma, GED or equivalent. Check all that apply.
- Yes, help finding work
  - Yes, help keeping work
  - Yes, help getting a high school diploma, GED or equivalent
  - Yes, help getting job training
  - I do not need or want help
  - Uncomfortable in disclosing at this time
5. In the last 3 months has your use of substances interfered with your daily life? <sup>4</sup>  
(such as alcohol, non-medical use of drugs)
- Yes
  - No
  - Uncomfortable in disclosing at this time

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<sup>1</sup> Adapted from CMS AHC HRSN Q # 5. National Association of Community Health Centers and Partners, National Association of Community Health Centers, Association of Asian Pacific Community Health Organizations, Association OPC, Institute for Alternative Futures. (2017). PRAPARE. <http://www.nachc.org/research-and-data/prapare/>

<sup>2</sup> Adapted from CMS AHC HRSN Q # 9. Sherin, K. M., Sinacore, J. M., Li, X. Q., Zitter, R. E., & Shakil, A. (1998). HITS: a Short Domestic Violence Screening Tool for Use in a Family Practice Setting. *Family Medicine*, 30(7), 508-512,

<sup>3</sup> Combined CMS questions # 12 and 16. Identifying and Recommending Screening Questions for the Accountable Health Communities Model (2016, July) Technical Expert Panel discussion conducted at the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Baltimore, MD.

<sup>4</sup> Combined and adapted CMS questions # 21 and 22. United States, U.S. Department of Health and Human Services, National Institutes of Health. (n.d.). *Helping Patients Who Drink Too Much: A Clinician's Guide* (2005 ed., pp. 1-34).

- 6. Has your mental health problems interfered with functioning in your daily life in the past 3 months?** <sup>5</sup> (For instance, feeling depressed, hopeless, disoriented, unmotivated, sleeping longer, crying uncontrollably, loss of appetite or weight loss) \*If a client discloses suicidal ideation, the agency has the obligation to provide appropriate follow-up.
- Yes
- No
- Uncomfortable in disclosing at this time
- 7. What prevents you from getting childcare for your children if you need it?** <sup>6</sup>
- N/A (no children or do not need childcare)
- Cannot afford childcare
- Transportation
- Do not know where to access childcare
- Do not qualify for childcare
- Uncomfortable in disclosing at this time
- 8. In the past 3 months, have you used the emergency room instead of going to a primary care doctor or clinic due to lack of insurance or affordability?** <sup>7</sup>
- Yes
- No
- N/A - I was in a residential facility the last three months or longer (can include hospital, residential treatment, correctional facility, etc.)
- Uncomfortable in disclosing at this time
- 9. In the past 3 months has the electric, gas, oil, or water company threatened or shut off services in your home?** <sup>8</sup>
- Yes
- No
- N/A - I was in a residential facility the last three months or longer (can include hospital, residential treatment, correctional facility, etc.)
- Uncomfortable in disclosing at this time

<sup>5</sup> Adapted from CMS question #23 a. and b. Kroenke, K., Spitzer, R. L., & Williams, J. B. (2003). The Patient Health Questionnaire-2: validity of a two-item depression screener. *Medical Care*, 41(11), 1284-1292.

<sup>6</sup> Adapted from *WellRx Toolkit*, University of New Mexico Office for Community Health

<sup>7</sup> Added by the City of Albuquerque, Department of Family and Community Services as an indicator of health needs.

<sup>8</sup> Adapted from CMS AHC HRSN Q # 6: Cook, J. T., Frank, D. A., Casey, P. H., Rose-Jacobs, R., Black, M. M., Chilton, M., Cutts, D. B. (2008). A Brief Indicator of Household Energy Security: Associations with Food Security, Child Health, and Child Development in US Infants and Toddlers. *Pediatrics*, 122(4), 867-875. doi:10.1542/peds.2008-0286

ASK ONLY IF APPLICABLE:

10. Is language a barrier to access services to meet the needs we just discussed? <sup>9</sup>

- Yes
- No
- Uncomfortable in disclosing at this time

If yes, what is your preferred language for accessing services? \_\_\_\_\_

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<sup>9</sup> Added in response to feedback from social service agency.

Providing Addition & Treatment Healing – P.A.T.H.  
Substance Use Treatment Subsidy Voucher Program

**Voucher Modification**

Instructions:

- **Current Treatment Provider:** Complete this form and submit to Sheryl Philips, Clinical Consultant to the City of Albuquerque, at slphilips9@gmail.com (or current clinical consultant) and email (copy) your assigned Program Specialist, Community Outreach Coordinator and Division Manager.
- **Clinical Consultant:** Review. Approve or deny request and forward to Program Specialist, Community Outreach Coordinator and Division Manager.
- **Program Specialist:** Record change on Voucher Modification Tracking form , notify Agency and copy Sheryl Philips.

For Client Transfers:

- Copy new Program Specialist, Community Outreach Coordinator and Division Manager, who will notify agency of approval.
- Ensure Release of Information has been completed and maintained in client file.
- Provide Discharge Summary/Transfer Summary to receiving Agency.
- Provide Addiction Severity Assessment (ASA) to receiving Agency.

Agency Name: \_\_\_\_\_

Client Initials: \_\_\_\_\_

Client #: \_\_\_\_\_

Voucher #: \_\_\_\_\_

Current Level of Treatment: \_\_\_\_\_

Intake Date: \_\_\_\_\_

# of Sessions Attended: \_\_\_\_\_

Date Client Last Seen: \_\_\_\_\_

**Indicate Change Requested:**

\_\_\_\_ Voucher Increase: Standard \$3000 added to current voucher. Increase allowed once per voucher.

\_\_\_\_ Extend Expiration Date: Standard six (6) months added to current voucher. Extension allowed once per voucher.

\_\_\_\_ Level of Treatment Change: Proposed New Level of Treatment: \_\_\_\_\_

\_\_\_\_ Client Transfer: \_\_\_\_\_  
(Name of agency client is being transferred to)

**Assigned Therapist & Clinical Supervisor – Provide justification for change, include information on gaps in treatment; what issues/goals are currently being worked on; client’s level of participation in and commitment to treatment; what goals has the client met; obstacles encountered by client; and other pertinent clinical issues needed to work on for discharge?**

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\_\_\_\_\_  
Printed Name of Therapist w/ Credentials                      Therapist Signature                      Date

\_\_\_\_\_  
Printed Name of Clinical Supervisor w/ Credentials                      Clinical Supervisor Signature                      Date

**Clinical Consultant – Disposition and Comments:**

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\_\_\_\_\_  
Printed Name of Clinical Consultant w/ Credentials                      Clinical Consultant Signature                      Date

**BH&W Staff – Disposition and City Comments:**

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\_\_\_\_\_  
Printed Name of BH&W Staff                      BH&W Signature                      Date

**BH&W Supervisor –Comments and Disposition:**

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\_\_\_\_\_  
Printed Name of BH&W Staff                      BH&W Signature                      Date

For internal use only:

\_\_\_\_\_ Date outcome and form sent to requesting agency.    Sent by \_\_\_\_\_

## Exhibit B

### City of Albuquerque Department of Family & Community Services Behavioral Health & Wellness Division

#### APPLICATION SUMMARY AND CERTIFICATION FORM

1. Agency Name: <b>Engender, Inc.</b>		
2. Mailing Address (Include City, State, & Zip Code) <b>6749 Academy Rd NE, Suite D, Albuquerque, NM 87109</b>	3. Agency Contact & Telephone Number <b>Deborah Patrick 505-948-4144</b>	
4. City Program Name:  <b>Substance Use Treatment Provider Network</b>		
5. Due Date:  <b>Friday, April 7, 2023 before 4pm (earlier submissions are highly recommended)</b>	6. Date Submitted: <b>4/5/2023</b>	
7. Title of Applicant's Project and Brief Description: <b>Substance Use Treatment Provider Network Application – FY-2024</b>		
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 <i>Minimum Standards</i> and the <i>Administrative Requirements</i> in its operation of City funded programs.		
a. Typed Name of Authorized Official of the Agency: <b>Deborah Patrick</b>	b. Title <b>CEO</b>	c. Telephone Number <b>505-948-4144</b>
d. Signature of Authorized Official of the Agency: <b>Deborah Patrick</b>		e. Date Signed: <b>4/5/2023</b>



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Department of Family & Community Services  
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**5. Please indicate the days of the week and the hours that you provide**

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**Department of Family & Community Services**  
**Behavioral Health & Wellness Division**

Hours of Operation			Hours You Admit Clients		
Monday	9__ a.m.	8__ p.m.	Monday	8__ a.m.	7__ p.m.
Tuesday	9__ a.m.	8__ p.m.	Tuesday	8__ a.m.	7__ p.m.
Wednesday	9__ a.m.	8__ p.m.	Wednesday	8__ a.m.	7__ p.m.
Thursday	9__ a.m.	8__ p.m.	Thursday	8__ a.m.	7__ p.m.
Friday	9__ a.m.	8__ p.m.	Friday	8__ a.m.	7__ p.m.
Saturday	9__ a.m.	7__ p.m.	Saturday	8__ a.m.	6__ p.m.
Sunday	<u>By Appointment</u>		Sunday	<u>By Appointment</u>	

**6. Substance Use Treatment Program**

- a. Describe your Substance Use Treatment program as you would describe it to a new client, including the agency's philosophy toward substance use treatment.

**“Nothing that feels bad is ever the last step.”**

Eugene Gendlin

Hello and welcome to Engender, Inc. The word “Engender” means to create or give meaning to something. We say “Engender Wellness” because the focus of this program is on wellness and not about illness. Together, we work to help you move toward healing and recovery. Something has been or is fueling your Substance Use. We want to help you get to the underlying issues, so that you may heal the deeper wounds that are causing you to use drugs and/or drink alcohol. Another way of saying it is, we treat the whole of you – Mind, Body and Spirit. We will talk to you about how you're feeling about yourself and how you grew up. You see, it's all tied together. Some people have also experienced trauma or abuse. We see these experiences as connected to using drugs and alcohol. It's a way to take the pain away or to numb out, because some things are just too much to deal with. Now, this doesn't mean that you have to dredge up the past and talk about every single detail of bad things that have happened to you. In fact, it works better if you don't go into detail (unless you need to). This is because the brain will register these memories as though they are happening now and without the right tools and support, it can be too much to hold all at once. That's when we will focus on the here-and-now and see what's in your way of living more fully. Together, we will get curious about the patterns that have been holding you back from making lasting change.

We offer leading-edge approaches that help you to manage stress and examine your life in a new way. You mentioned that you are struggling with anxiety and alcohol use. We can show you ways to calm the anxiety through a technique called *Mindfulness*. Mindfulness helps you to be more aware of your world and experiences. It teaches you to focus inward and also helps with cravings. You will learn to be responsive and not reactive. We will suggest books, podcasts and other resources to help you sleep better, heal trauma, address grief and loss, reduce and even eliminate addictions.

You will be assigned a primary therapist. All of our counselors are skilled and trained in working with both Substance Use and mental health issues. Sessions are available through Telehealth, so we will call you or do Zoom sessions, if you prefer. This way, you don't have to leave your home. We only ask that you be in a private space. If you need medication, we have a Medical Doctor, licensed to evaluate and prescribe medications and treat medical issues. He also provides Suboxone (Buprenorphine) treatment. If you need to see a Psychiatrist, we can provide you with a referral to one. We also have a

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Clinical Psychologist who can conduct Psychological Evaluations or Mental Health Assessments, should you need it. We work with children, youth and adults and can provide you with individual, couple, family and group counseling. We work together to design an individualized program that fits for you.

If you need Case Management support, we can help in a number of ways. For instance, I noticed on your Case Management Assessment that you are struggling with health issues. I am going to refer you to a doctor for medical care and to treat these issues. If you need housing, we can assist you to find adequate shelter or permanent housing, through programs that are available in Albuquerque.

Our philosophy is one of wellness and holism. We are not proponents of a “disease model.” We focus on what you are doing well, how you are coping and what has helped you survive in life. This is different than a twelve-step program and while we support you if you choose to go to meetings (and will even provide you with schedules, if you like), you may find coming here an opportunity to learn new ways to healing addiction. Our approach to Substance Use treatment is based on the work of Gabor Maté, MD, and Daniel Siegel, MD. They believe that our environment helped shape how our brain and Substance Use developed. This is referred to as a Biopsychosocial Model. People used to believe that the brain stopped developing and changing by early adulthood, but new research has found that the brain has the ability to form new connections and eliminate old ones – throughout your life. This is called “Neuroplasticity.” Your brain can rewire and heal itself and working with techniques that we teach you can actually help you to change patterns around addiction.

You are here because of probation. We will send reports to your Probation Officer on a monthly basis. We keep your information confidential and will let probation know that you are coming and engaged and not get into the details of what you are talking about here. Have you ever been in counseling before? Regardless, it takes courage to walk through these doors. Even if you feel you “have” to be here. We hope you will see this as an opportunity to explore things that are causing you pain or problems in your life.

We have a variety of groups for you to choose from, depending on your situation. I'll list some of them for you now, but will also give you a flyer. I mentioned earlier that we offer meditation groups to help you relax and learn ways to sleep better and become a calmer person. We offer Relapse Prevention groups, where members offer each other support for recovery. In these groups, we learn how to care for ourselves, how to say no when you need to, and how to live a clean and sober life. (For parents) – We offer Parenting groups that teach you skills to be an effective and calm parent. In this group, you will also learn how to parent yourself, so that you may be more present and available for your children. There will also be opportunities to talk about the challenges of raising children. We also offer Anger Management groups where we will explore the origins of your anger and reactivity.

After completing the Addiction Severity Assessment (ASA), you qualified for a **Level 0.5** because you got a first DWI and haven't really used drugs or alcohol much over the past year (except for the night of the DWI). We will provide you with education and information about your situation. You may attend our weekly Relapse Prevention groups. In these groups we will cover a variety of topics relevant to addictions and educate you around the use of drugs and alcohol. We will design a Service Plan together to identify what you want from the program and how we might help you. We can discuss how long your treatment will be and when you will move toward completion. If you feel you need more help, we can

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request an increase in your Level of Care. We can also help you with referrals for other services and/or Case Management should you need it.

Your level of care is **Level I Outpatient**. You wrote here on your intake paperwork that in addition to struggling with using alcohol, you are also dealing with depression. We will talk about that as well. You will be able to see a counselor once a week and attend groups. We want to know what you want to get out of this program and will work with you to make this a positive experience. In the next few sessions, we will be developing a treatment plan together, so you may want to be thinking about what you want to change and/or achieve. And, if you want someone to help you with medication evaluation, management, and prescribing services, we can help with that too.

As a **Level Intensive Outpatient (IOP) II.1** client, we will provide you with an IOP Program that will help to hold you steady in your recovery. We can design the program that is right for you and your schedule. Your struggles don't run nine to five and neither do we. We can also refer you to other services. For example, if you need psychological testing, we have an in-house Psychologist who can provide that service. We offer individual, group, and family counseling and you can attend these in any combination two or more times a week. You will need to attend programming for at least six hours per week. We will figure out the best groups and program, to ensure that you meet the mix of services and get what you need out of the program. We will also provide a team around you to support you in your recovery. Do you like to draw? You may want to attend sessions where you can draw or doodle...actually, no, you don't have to be an artist. In fact, it works better if you are not...

We will discuss how other issues in your life relate to your using substances. Our counselors are all qualified to treat both your addiction issues and your mental health struggles. We will also provide you with referrals to our Medical Doctor or Psychiatrist, who can evaluate, prescribe and monitor your medications. We will provide you with Case Management services. When you're nearing the end of treatment, we will come up with a plan for aftercare, to help you integrate into the community and maintain sobriety. For instance, you may want to continue to attend our Relapse Prevention Groups on an as-needed basis or every couple of weeks. Our services are as varied as our treatment methods. We can provide you with Guided Imagery, suggest Podcasts and breathing exercises, to help you sleep or cope with strong feelings and cravings. This is YOUR program and there is enough selection and support to help you design it in the way that will work for you.

- b. Are there any substances for which your agency DOES NOT provide treatment?

There are no substances for which our agency does not provide treatment.

- c. Describe Recovery Support Services either provided at or through an MOU with your agency.

At the start of the National Pandemic, we suspended all in-person Recovery Support Services (RSS). If clients want RSS, we refer them to outside community partners such as: Licensed Massage Therapists, Hypnotherapists, Acupuncturists, etc.

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**7. Clinical Staffing**

a. Identify Clinical Supervisors in your organization. Complete table below.

Name	Licensure Level	Years of Experience at this Level
Tova Fox	LPCC/LADAC	18
Shari Spies	PsyD	15

b. Explain the process you use to adhere to the *Minimum Standards* regarding clinical supervision activities. Include a copy of your clinical supervision workshops and a copy of the agency's clinical supervision policy if applicable.

According to the Substance Abuse Mental Health Services Agency (SAMHSA), "Clinical supervision is emerging as the crucible in which counselors acquire knowledge and skills for the substance abuse treatment profession, providing a bridge between the classroom and the clinic. Supervision is necessary in the substance use treatment field to improve client care, develop the professionalism of clinical personnel and impart and maintain ethical standards in the field. In recent years, especially in the substance abuse field, clinical supervision has become the cornerstone of quality improvement and assurance" (2007).

In The Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention, "Clinical Supervision is defined as 'an individual who by experience, training, and/or level of licensure is able to provide supervision to clinicians regarding the appropriate care and treatment of substance abuse clients.'" This underlies a priority at Engender, Inc. – that of the *appropriate care and treatment* of substance use clients through *oversight* of clinicians. Our supervisory provision is at the level of excellence. Without good, consistent oversight, clinicians may be operating in a void without the guidance and support needed to in turn provide exceptional services to clients.

The process we use to adhere to the *Minimum Standards* for Clinical Supervision is outlined in our policy: At Engender, Inc., we value strong leadership and a commitment to exceptional client care. This policy underscores the need for not only strong leadership in the form of Clinical Supervision, but the need for oversight, consultation, and the provision of support to people providing direct services to our clients. Formal Clinical Supervisory meetings are conducted weekly to ensure good communication between clinicians. Weekly Clinical Supervisory meetings ensure opportunities for non-independently licensed clinicians and interns to feel supported, staff cases and learn from Clinical Supervisors and independently licensed clinicians. Additional Clinical Supervision is also provided as needed, through the week.

Interns receive weekly Clinical Supervision in either a triadic format (one Clinical Supervisor to two interns) and/or weekly individual supervision (one Clinical Supervisor to one intern). This provides an opportunity for interns to have their work reviewed, ask questions, and/or receive specific trainings related to Substance Use clients and other areas as appropriate. Intern sessions with clients are monitored (live) or recorded (with client written consent). This ensures that service levels are appropriate and qualitative in working with Substance Use clients. In addition, licensed clinicians' sessions are also monitored or recorded on an occasional basis to ensure standards of care are being met and to provide ongoing consultation and feedback. All supervisory sessions are documented to ensure the continuity of good client care.

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Treatment Plans are viewed as “living documents” and a collaborative process between counselor and client. Oversight of all treatment plans are conducted and signed off by Clinical Supervisors, within two weeks of completion, to ensure clinical oversight of the treatment process. Treatment Plans are reviewed to ensure that treatment is correlative to the treatment goals and specifically addresses how clients are going to achieve their goals.

Client progress notes and clinical records are viewed regularly and as clinically appropriate, or more often if needed. Attention is paid to the correct service mix for clients to track the service mix designated for each Level of Care. Quarterly reporting documents are also reviewed quarterly.

Clinical Supervisors at Engender, Inc. have “open door policies” and clinicians and interns are invited to staff cases and ask questions as needed. Crisis situations or situations involving harm to self, others, or abuse to a child or elder, are immediately reported to the Clinical Supervisor(s). Crisis/Safety plans are be integrated into care, as appropriate.

Oversight, planning, and consultation embody the cornerstones of the process of Clinical Supervision at our agency. All clinicians and interns know they may call upon the Clinical Supervisors at any time. Clinical Supervisors are independently licensed individuals who have at minimum, two years of clinically supervised experience in Substance Use issues, plus a minimum of three years of practice at their current licensure level. Clinical Supervisors attend training in Clinical Supervision on a yearly or more often basis, in order to ensure they are keeping up-to-date with the latest teachings in Clinical Supervision. Clinical Supervisors also receive training in Cultural Competency issues and attend to these while working with supervisees. And, in keeping with State Board requirements, in the case of complicated issues, the Clinical Supervisors may meet more often with clinicians or consult with our Clinical Psychologist/others as needed. All Clinical Supervisors with Engender, Inc. must meet at minimum, the requirements of the New Mexico Counseling and Therapy Practice Board, Part 19 or the National Association of Social Workers (NASW) Clinical Supervisory requirements. This also ensures that supervisory requirements are kept up-to-date and that ongoing training is attended to by Clinical Supervisors.

Quality Clinical Supervision at Engender, Inc. is founded on a positive supervisor–supervisee relationship that promotes client welfare and the professional development of the supervisee. Just as our philosophy engenders positive relationships, with a strength-based perspective of clients, so too does the supervisor-supervisee embody these values. Essentially, supervisors are teachers, coaches, consultants, mentors, evaluators, and administrators. In addition, Clinical Supervisors provide support, encouragement, and education to staff while addressing an array of psychological, interpersonal, physical, and spiritual issues of clients. Ultimately, effective Clinical Supervision ensures that clients are competently and qualitatively served. Supervision ensures that interns and counselors continue to increase their skills, which in turn increases treatment effectiveness, client retention, and staff satisfaction.

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c. List all staff that provide services including substance use treatment, case manager, and mental health, in the table below. Add additional lines in the table as necessary.

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Tova Fox	Clinical Director	LPCC LADAC	LPCC – 18 LADAC - 17	Motivational Interviewing (MI), MIA: Supervisory Tools, Community Reinforcement & Family Therapy (CRAFT), Community Reinforcement Approach (CRA), Methamphetamine Training (MATRIX), Using the ASAM PPC Basic & Advanced, Overview of Deployment Related Substance Use Problems, Trauma Compulsivity, and Addiction (Peter Levine, Phd), In the Realm of Hungry Ghosts: Close	Certified Gestalt Therapist (2002), EMDR Therapy, Clinical Supervision, Ethical Supervision, Mindfulness-Based Stress Reduction (MBSR), Accelerated Experiential Dynamic Psychotherapy (AEDP), IMAGO Relationship Therapy, CPR/First Aid, ChiWalking/Running, Case Management, Inquiry-Based Stress Reduction (IBSR), Ethics of Risk Management, Evidence-Based Treatment for PTSD: Prolonged

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				Encounters with Addiction (Gabor Maté, MD), Sandtray, Clinical Supervision, Advanced Mindfulness, Accelerated Experiential Dynamic Psychotherapy (AEDP), Cultural Awareness & Substance Use	Exposure Therapy, Dialectical Behavior Therapy (DBT), Advanced DBT, Cultural Diversity, Cultural Competency Training, Meeting Documentation Standards, Cybersex and Internet Sex Addiction, TeleMental Health: Ethical, Legal, Clinical, Technological and Practice Considerations, Approved Provider for CEUs – (NM Counseling & Therapy Practice Board), Current Member – American Counseling Association (ACA), NAADAC, MI Advanced Leadership Training of Trainers (CASAA), DV Certification Training, Advanced Topics in Clinical Supervision, Tele-Supervision – Ethical, Legal and Clinical Aspects, Effective and Ethical Supervision,
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					NASW – Social Work Supervision
Shari Spies	Clinical Psychologist	PsyD	22	Clinical Supervision, MI, MI Supervision, CRAFT, CRA, Native American Co-occurring Disorders, MATRIX Model of Intensive Drug & Alcohol Treatment, DSM V, Suicide & Self-Mutilation, Spirituality & Addiction, Harm Reduction Strategies for Substance Abuse	CPR/First Aid, NM Problem Gambling Treatment, Somatoform Disorders, Cultural Competence in Counseling American Indians, Addressing Race and Privilege, Eating Disorders, Sandtray, Risk Assessment & MSE, Clinical Supervision, CBT, DBT, Healing Grief for Adolescents, Trauma, Attachment & Neuroscience Certificate in Facilitation Training, Certificate in Mediation & Dispute Resolution, Health Psychology Specialization, Telehealth for MH Professionals, Trauma-Informed Care
Deborah Dieppa-Yoder	Clinical Social Worker	LCSW	17	MI, IOP Matrix, Native American Substance Use Training, MBSR, Cultural Awareness &	Somatic Experiencing, Trauma-Informed Care, CPR/First Aid

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				Substance Use	
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	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Jill Cornell	Licensed Professional Clinical Counselor	LPCC	25	MI, CRA, MATRIX, Novel Psychoactive Substances: Trends in Drug Abuse, Risk Factors & Safety Planning, Cultural Awareness & Substance Use	MI Certification, Working with Problem Gamblers, Trauma Processing, CPR/First Aid, State Certification in working with Sex Offenders
Marinell Locson	Licensed Mental Health Counselor	LPCC	6	Dependency & Addictions, Psychopharmacology, Drugs & Behavior, FCD Prevention, Mobilization of Change in 12-Step Programs, Recognizing Stigma Embedded in Diagnostic Criteria for SUD, Addictive Behavior Relapse, Cultural Awareness & Substance Use	CPR/First Aid, Adverse Childhood Experiences and Early Trauma, DSM 5 Trauma Diagnoses, DBT, Attachment Theory, MBSR, Play Therapy, Domestic & Sexual Violence, Trauma Informed care, Ethics, Risk Factors & Safety Planning, NAMI Provider Education, How to Help Adolescents and Young Adults During COVID-19, MH First Responders
James Saylor	Licensed Masters Social Worker	LMSW	3	UNM Substance Use Studies Training Program, Methamphetamine Epidemic, When the Use of Marijuana has Gone too Far,	MBSR, CPR/First Aid

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				Risk Factors & Safety Planning, Cultural Awareness & Substance Use	
JoAnn Mitchell	Licensed Professional Clinical Counselor  Education Psychologist	LPCC	2	Neuropsychology and Addiction, Cultural Awareness & Substance Use	Certified Success Principles Trainer, Reiki, Administrative Certification, CPR/First Aid, Teaching Certification, School Psychology Education Trauma Informed care, M.Ed School Psychology, Ed.S School Psychology, Certificate of Advanced Study in School Administration
Danielle Mascarenas	Licensed Mental Health Counselor	LMHC	2	Substance Use and Trauma-Informed Care, Cultural Awareness & Substance Use	Counseling Clients Affected by COVID-19, COVID-19 & Telebehavioral Health: Ethical Considerations During a Public Health Emergency, Cultural Competency, CPR/First Aid, Gender Variant and Diversity
Cindy Wenzl	Licensed Mental Health Counselor	LMHC	1	Substance Use training (UNM), Addiction Counseling: Theory & Practice, Cultural	Social & Behavioral Research (UNM), Good Clinical Practice, Conflict Resolution,

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				Awareness & Substance Use	HIPAA, CPR/First Aid, DBT Therapy
Crystal Krous	Licensed Mental Health Counselor	LMHC	0		CPR/First Aid
Jennifer Hall	Licensed Mental Health Counselor/Licensed Substance Abuse Associate	LMHC/LSAA	0		CPR/First Aid
Nicole Love	Licensed Masters Social Worker/Licensed Substance Abuse Associate	LMSW/LSAA	1		EMDR Therapy, CBT, Gabor Mate, MD, Trauma Healing, Bessel Van Der Kolk, PhD – The Body Keeps the Score Trauma Healing, CPR/First Aid

- d. List all interns that provide services including substance use treatment, case manager, and mental health, in the table below. Add additional lines in the table as necessary.

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Kenia Hernandez	Masters Counseling Intern	NA	NA	Addiction Counseling Theory & Practice	CPR/First Aid, Bilingual (Spanish/English)
Willa Asher	Masters Counseling Intern	NA	NA	Addiction Counseling Theory & Practice	CPR/First Aid
Evelina Vitter	Masters Counseling Intern	NA	NA	Addiction Counseling Theory & Practice, Cultural Awareness & Substance Use	CPR/First Aid,
Cameron Cates	Masters Counseling Intern	NA	NA	Addiction Counseling Theory & Practice	CPR/First Aid,
Marlo Kiefer	Masters Counseling Intern	NA	NA	Addiction Counseling Theory &	CPR/First Aid

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				Practice	
Elena Schneider	Masters Counseling Intern	NA	NA	Addiction Counseling Theory & Practice	CPR/First Aid

**e. Populations Served**

- a. Specify any population your agency prefers to work with and is staffed and specifically trained to treat.

At Engender, Inc., our preference is to work with people who need help in some way and would like to find peace and healing in their lives. In other words, we work with all people, whether their struggles led them to using substances, to other addictive disorders and/or to having mental health issues. We provide support in the way of evidence-based and holistic therapeutic care. Our counselors are licensed clinicians with years of experience and varying areas of expertise. Our agency continues to work with a variety of populations, such as: Individuals with co-occurring disorders, people with Post Traumatic Stress Disorder (PTSD), survivors of domestic violence, survivors of sexual abuse, LGBTQ+, gender-specific, pregnant women, teen parents, developmentally disabled, parents/guardians/grandparents raising grandchildren, homeless, persons with different abilities, elderly, court-ordered, infants (0-6 years of age), children (7-11 years of age), youth (12-18 years of age), adults (18+), at-risk youth, parents involved with CYFD/Reunification, Military Veterans, etc.

- b. Specify any populations that your agency prefers not to work with or is not staffed/trained to treat.

Our agency is not staffed to treat individuals who are disabled with severe brain tumors, severe dementia, or severe autism. We are not equipped to serve people who have chronic conditions that require hospitalization or ongoing/immediate medical care. We are not set up to serve individuals who are in active detoxification or withdrawal. In these cases, clients are referred to CARE Detox (Bernalillo County Department of Behavioral Services), inpatient treatment or a hospital. We will not have sessions with clients who are suspected of being high or intoxicated. In these events, clients are sent home, or asked to call back the next day. If a client has driven to the premises, she/he is asked to have someone pick them up, or they are sent home in a taxi. We are not equipped to work with clients exhibiting psychotic symptoms, especially if they are actively harmful to themselves and/or others. These clients are referred to Kaseman or Presbyterian Hospital or to a hospital emergency room for in-patient psychiatric care.

- c. Describe how your agency provides specific treatment for any special populations and describe what training your staff has received to work with this specific population.

***The roots of resilience...are to be found in the sense of being understood by and existing in the mind and heart of a loving, attuned, and self-possessed other – Diana Fosha, PhD***

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The quote above by Diana Fosha, PhD (founder of Accelerated Experiential Dynamic Psychotherapy – AEDP), embodies how we view and work with clients. This approach draws on the inherent drive toward healing that is wired in each human being. When we couple wellness and healing with a “loving, attuned and self-possessed” counselor, clients are held in a circle of safety and healing. According to the National Addiction Center “isolation can feel a lot like standing in quicksand: the more we fight it, the farther we sink. Our minds tell us to give in; our addiction begs us to stay alone.” The two main values of AEDP Therapy are *fostering safety and undoing aloneness*. Ongoing training is provided to our clinicians and interns in working with clients who have Substance Use issues and dual diagnoses. Along with AEDP Therapy, we provide evidence-based and holistic treatment for all of the populations with which we work.

We make it a point to notice trends in client populations, especially as it relates to Substance Use. We have been trained in and/or have experience with the following approaches and treatment modalities: Motivational Interviewing (MI), Person-Centered Therapy, The Community Reinforcement Approach (CRA), Community Reinforcement and Family Therapy (CRAFT), MATRIX Model, Cognitive Behavioral Therapy (CBT), Mindfulness-Based Cognitive Behavioral Therapy (MBCBT), Gestalt Therapy, Somatic Experiencing, Accelerated Experiential Dynamic Psychotherapy (AEDP), Play Therapy, Sandtray Therapy, Art Therapy, Psychodrama, Inquiry-Based Stress Reduction (IBSR), Mindfulness-Based Stress Reduction (MBSR), Guided Imagery, HeartMath/Coherence, Eye Movement Desensitization and Reprocessing (EMDR Therapy), Existential Psychotherapy, Group Counseling, Therapeutic Humor, Education and Bibliotherapy, Family Systems, Internal Family Systems (IFS), IMAGO Relationship Therapy, Experiential Family Therapy, Emotion Focused Therapy (EFT), Interpersonal Neurobiology, Cultural Awareness, Risk Management/Ethics, Suicidal Ideation/Homicidal Ideation Assessments, Substance Use Treatment for Transgender Persons, American Society of Addiction Medicine Patient Placement Criteria (ASAM-PPC - Basic & Advanced), Dialectical Behavior Therapy (DBT), Personality Disorders, Eating Disorders, Gambling Addiction, and Mental Health Assessments.

We have diversity among us and ensure that our trainings are ongoing, up-to-date and relevant to the populations we serve as follows:

**Dually Diagnosed**

Given the prevalence of clients coming in with dual diagnoses, we ensure that assessment and treatment is comprehensive, holistic, and integrative. According to SAMHSA’s Co-occurring Center for Excellence, “In substance abuse or mental health treatment settings, every counselor or clinician who conducts intakes should be able to screen for the most common Co-occurring Disorder...” (2008). At Engender, Inc., we pay particular attention to both Substance Use histories as well as mental health issues from intake and throughout treatment. We conduct risk assessment and pay attention to the client’s Level of Care. We conduct excellent Addiction Severity Assessments (ASAs) and thoroughly review these in order to highlight areas that need attention. We address Case Management needs at intake and throughout treatment. We form a team of professionals around the client, especially those at the Level II.1 Intensive Outpatient (IOP) Level of Care. We also consult as a treatment team and with our Clinical Psychologist and Psychiatrist, as needed.

**LGBTQ+**

The Center for American Progress released a brief detailing data that indicated twenty to thirty percent of gay and transgender people abuse substances, compared to about nine percent of the general population (2012). As

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well, statistics from a SAMHSA study showed that LGBTQ+ people are more likely to use drugs, and/or alcohol to deal with being marginalized. This population is also more likely to continue drug/alcohol dependence into later life. At our agency, we provide knowledgeable services and treatment for this population using evidence-based approaches such as MI, MBSR, Person-Centered Therapy, CBT, Family Systems and IMAGO Relationship Therapy, Art Therapy, Somatic Experiencing, etc. Engender, Inc. is an approved agency with the Transgender Resource Center of New Mexico (TGRCNM) and liaises with medical personnel who provide specific services to the transgender community. Our Clinical Director and clinicians have extensive experience and training in working with the LGBTQ+ populations.

**Gender-Specific, Pregnant Women, Parents/Guardians/Non-Traditional Family Members Raising Children/Grandchildren, Homeless, Elderly, Persons with Different Abilities, Deaf/Hard-of-Hearing, Culturally-Specific, Military Veterans, etc.**

At Engender, Inc., we are aware of diversity and how individuals within specific groups are affected by the culture at large. Treatment for **gender-specific clients** is holistic and takes into account developmental needs of girls at adolescence. Treatment for girls and women, including pregnant women cannot be provided without a knowledge base of trauma. According to a SAMHSA study that looked at effective trauma services for women with Co-Occurring Disorders “Many service providers do not recognize or understand the multiple, varied and complex impacts of violence” (August 2003). Our treatment for women and girls at minimum includes: Outreach and engagement, assessment, treatment planning, parenting skills, Case Management, trauma-specific services, and crisis intervention. We also have specific training in approaches that work well with trauma such as: Somatic Experiencing, EMDR Therapy, AEDP, Guided Imagery, Breathwork, IBSR, MBSR, Art Therapy, Parenting Skills, etc. We provide counseling for **Pregnant Women and Parents** by providing Psychoeducation and therapy support in the form of our Parenting Program. Our weekly Parenting Groups serve all families types. Our independently licensed clinicians are trained in Family Systems and Marriage & Family Therapy.

**Homeless**

We receive a number of referrals for people who are homeless. Case Management support is usually the first course of action for people in this situation. We assign our Case Manager to provide support and referral for services such as: housing, food, legal assistance, health support, etc. We ensure that we remain flexible and available for homeless individuals who may not have telephones. We have excellent community partnerships with facilities that assist homeless individuals.

**Elders**

Counseling the elderly requires a holistic approach. Concerns of this population may be about health, retirement, preserving independence, etc. Substance Use may center on abuse of prescription pills for pain management. The American Academy of Addiction Psychiatry (AAP) has found this to be an epidemic. A recent study revealed “that approximately 20% of individuals aged 65 and older take analgesics several times per week and that rates of abuse or addiction in those with chronic pain is 18%. Furthermore, oxycodone, hydrocodone, and methadone were the drugs that were most often involved in up to 40% of opiate misuse–related deaths” (2012). We ensure, when counseling this population to focus on strengths, not weaknesses. We stress healthful options and encourage clients to take advantage of groups such as Meditation and Relapse Prevention. We ensure that we treat each person individually and not provide the same treatment modality for each client.

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**Judicial System Population**

A number of referrals are made to our Agency from the Judicial System. These clients often have specific requirements for treatment. For example, they may be required to attend Anger Management classes as well as a Relapse Prevention Group. Clients in the Judicial System are often frustrated by the complexity of their cases and situations. They may resent coming to treatment at all. We use Person-Centered and Motivational Interviewing to combine empathy while addressing ambivalence.

**Co-Occurring Addictions**

We include this category of clients because too little attention is played to the prevalence and interplay of behavioral and substance use. More and more we are finding clients either substituting substance addictions or adding on behavioral addictions. For example, one client addicted to methamphetamine, was also a sex addict. Gambling is another area which often coincides with substance addiction. According to Gabor Maté, MD, "...the phenomena of tolerance and withdrawal are also connected with behavioral addictions." Dr. Maté goes on to point out that the same dopamine high exists with behavioral addictions as with substance addictions (2008). Skill in dealing with clients with a multitude of addictions is necessary. We explore these issues in conjunction with the substance addictions and provide a comprehensive interweaving of historical analysis of how and why these addictions came to be and continue to exist. The work of Dr. Maté informs our work as do our various trainings in the provision of mental health services.

- d. For Applications to serve an adolescent population only: What qualifies your agency to provide treatment to adolescents? NA

**Case Management**

- e. Describe how your agency determines a client is in need of Case Management Services.

We view Case Management services as **essential to treatment and treatment success**. As a result, we provide extensive Case Management services as requested and needed. Case Management provision is vital in serving the needs of clients at varying Levels of Care and certainly in the provision of services to dually diagnosed clients. Every client who enters the agency is assessed for Case Management needs at intake, using a Case Management Assessment. A Service Plan is developed with the client and followed up on at least quarterly and more often as clinically indicated. Case Management services may be identified at any time during the treatment process. From intake to discharge, clients request Case Management services or Case Management needs are identified between client and counselor. The Case Management Assessment covers areas such as: Health, Medical, Financial, Education, Employment, Legal, and Psychosocial. Oftentimes issues arise for clients such as eviction, legal issues, etc. At these times, Case Management is addressed immediately so as to support the client and ensure appropriate referrals are in place. Follow up is conducted with referrals to support the client and ensure that Case Management needs are being met.

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- f. Describe the case management services that are provided on site.

We continue to provide excellent and comprehensive Case Management support and have found that due to the Pandemic and the increase of clients remaining at home, dealing with health issues and/or loss, we have stepped up in assessing clients for the provision of this essential service. During a first call by a client to initiate services, each are assessed for Case Management needs. If Case Management support is needed, they are assigned a Case Manager or advised that their Counselor will address Case Management needs in sessions. Assessing for Case Management support is an ongoing process and carries through a client's treatment. We have also increased the number of counselors providing Case Management support and integrate this function into clinical care.

At Engender, Inc., we provide Case Management assessment and services for each client that requests a need for Case Management support. All of our counselors are well versed in providing Case Management services and referral. Clients are invited to engage in Case Management services and they receive an individualized Service Plan, replete with measurable goals, as well as the specific follow up required for the plan being followed. Clients benefit from having a team of caregivers, each approaching their goals from a different area of expertise. As a treatment team, counselors ensure they liaise with those providing Case Management in order to be in the loop regarding ongoing comprehensive client care, as well as follow up regarding goal attainment and/or changes in goals.

Case Management needs are also identified during the ASA appointment. In addition, clients may not have identified Case Management needs at intake or during the ASA, but may later require support. In either case, they are immediately provided Case Management support. Case Management services are ongoing and clients follow up with a Case Manager or their counselor, on a regular basis to ensure that goals on the Service Plan are being met or revised as appropriate. Each Level of Care has its own Service Mix requirements and challenges and each client at every Level of Care may have referral needs to services that when fulfilled, will enable the success of clinical treatment.

- g. Describe in detail how your case managers assist clients in accessing services.

Case Management is a complex task that must incorporate strategies from multiple fields. Best practices for Case Management at Engender, Inc. can be summarized by three guiding principles: Individualized care, strength-based and a holistic approach to treatment. Each of these is an umbrella under which many aspects of successful Case Management services fall.

**Client Focused Individualized Care**

It is important to recognize that Engender, Inc. utilizes a "no one-size-fits-all" approach to Case Management. Effective Case Management must take each client's unique combination of situations and needs into account. Our Case Managers actively listen to clients, in order to ensure accurate assessment of needs and abilities. Active listening (without judgment) also promotes safety and openness. During the development of a Case Management Service Plan, individualized care is exercised.

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**Strength-Based**

Case Managers employ a strength-based approach that focuses on resolving problems through the cultivation of the positive aspects of a client's life. We focus on elements that promote mental well-being and recovery rather than on specific pathology. Points of focus include – client's positive interpersonal relationships and support systems, client's personal strengths and talents, identification of realistic goals and discussing possible ways of achieving them.

**Holistic Case Management**

Due to the interconnected nature of the mind and body, recovery and mental health issues impact client basic day- to-day needs. Thus, Case Management services are integrated in a coordination of care with mental health and physical health care providers. Our provision of Case Management services focuses on all aspects of a client's life and our Case Managers liaise with local community resource providers to better refer clients for available medical, social, education, legal, financial, education and vocational services. Discussion ensues during Clinical Supervision and treatment team meetings to ensure that all are on the same page, in support of the client.

Case Managers are skilled at determining factors that may affect outcomes and quality of care, including, but not limited to:

**Finances** - A lack of funds may make recovery difficult and impede access to necessary medical care. Case Managers help low-income clients access available resources.

**Current housing situation** - Case Managers address client recovery environments and whether or not a client lives in a safe environment. In the event that a client is homeless, living with domestic violence, or is in another situation that negatively effects recovery, Case Managers help clients locate safer housing options.

**Cultural Awareness** - To best interact with clients from different backgrounds, Case Managers remain open to diversity and learn where a client is coming from. All counselors and interns, including those providing Case Management, engage in yearly Cultural Awareness training and courses in order to stay current with and aware of diversity.

**Health Issues** - A wide variety of physical illnesses require referral to health resources. Each of these issues is re-evaluated by clients' counselor and/or Case Manager throughout the course of treatment.

**Job Development** - Job Development is integral to our work with clients in recovery. Many clients struggle with finding and keeping employment. Others, having been through the Justice System are challenged with finding employment. We weave together Best Practice Models, Case Management, Community Collaboration, and Expressive Arts Therapy (job vision boards) to assist clients in finding and obtaining employment. We also help clients return to the labor force if they have been incarcerated or unable to work due to substance use, co-occurring disorders, etc. We are an approved Vendor with the Division of Vocational Rehabilitation (DVR) and provide counseling for DVR clients as well as Psychological Evaluations. Case Managers may make referrals to Goodwill or DVR as appropriate.

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**f. 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, go to 11.

- b. Please check all mental health services that your agency provides to clients.

Mental Health Assessment/Diagnosis     Mental Health Therapy (Not substance use Tx.)  
 Psychotropic Medication Evaluation     Psychological Testing Services

- c. For each item checked above, please provide a description of how the services are provided.

**Mental Health Assessment/Diagnosis**

At Engender, Inc. a complete Mental Health Evaluation (MHE) replete with Diagnoses and a Mental Status Examination (MSE) is conducted for each client coming into the agency. The only exception to this may be clients who have been designated at the 0.5 Education Level of Care. These clients do not meet the diagnostic criteria for Substance-Related Disorders as defined in the current *Diagnostic and Statistical Manual of Mental Disorders (DSM-V)*. Should counselors determine higher risk factors associated with these clients and/or during treatment, it is discussed with the client that they may need a higher Level of Care and a Voucher Modification Request would be submitted to the City (Behavioral Health & Wellness Division and to the City's Clinical Auditor). Should a Level 0.5 client move to a higher Level of Care, an MHE, Diagnosis, and MSE are then conducted for these clients.

All other clients receive an MHE, MSE and Diagnoses. MHEs, MSEs and Diagnoses are conducted by independently licensed clinicians. A complete history of the client from Substance Use to mental health issues are obtained, paying particular attention to the Level of Care that was recommended on the ASA. We ensure that screening is conducted for client risk of harm to self or others. The American Society of Addictive Medicine (ASAM) has a Severity Profile developed by David Mee-Lee, MD, that serves as an aid in assessing where the client is at in terms of coping abilities.

We also ensure that all clinicians working with the client, review the ASA that was conducted by the Clinical Director. In some cases, we use Assessment Tools, i.e.: Dissociative Experiences Scale (DES), Subjective Units of Distress Scale (SUDS), Validity of Cognition (VOC), Adverse Childhood Experiences Scale (ACES), Beck Depression Inventory, Happiness Scale (CRA), The Anxiety Worksheet, etc. We conduct risk assessments in addition to the MSE. Clients with Co-occurring Disorders may be referred to our Clinical Psychologist and/or a medical team for additional assessment and diagnoses, especially where there are needs for medication evaluation and other complexities. Case consultations are conducted regularly to determine findings and for clinicians to confer about follow-up treatments. All non-independently licensed clinicians refer their clients for MHEs/Diagnoses to our Clinical Psychologist or a team of independently licensed clinicians, i.e.: LPCC, LCSW, LMFT, etc.

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**Mental Health Therapy:**

We believe it is essential to offer a program that takes into account the mental health of the client. Oftentimes mental health issues arise in addition to substance using behaviors or pre-date addictive behaviors. According to Gabor Maté, MD, “there is a close link between addiction and mental health problems, since all addictions are ill-fated attempts at self-medication.” (2010). Federal law now requires Mental Health Therapy be on par with addiction treatment, as well as medical and surgical ailments. (Mental Health Parity Act – MHPA 2010). The MHPA of 2014 goes on to stress that treatment for mental health issues and substance addictions, are considered “Essential Health Benefits” (U.S. Department of Health & Human Services). We view mental health therapy as an intrinsic part of treating substance addiction. Large scale population studies have shown that most severely addicted people suffered extreme adversity in childhood--neglect, abuse, and trauma. We provide mental health therapy to clients using individual, group, couple and family counseling. Approaches range from experiential to cognitive and include both evidence-based and holistic modalities. We privilege approaches that address family-of-origin issues (Psychodynamic), are attachment-based and attend to the nervous system.

One strong component of our program is Mindfulness-Bases Stress Reduction (MBSR). We highlight it here, as we simply can't ignore the extensive research that has been done at the University of Massachusetts, School of Medicine (to name one) in the area of MBSR and the efficacy of this approach. SAMHSA (the Substance Use and Mental Health Services Agency) has designated MBSR to be an evidence-based approach “Designed to reduce stress and anxiety symptoms, negative mood-related feelings, and depression symptoms; increase self-esteem; and improve general mental health and functioning.” These mental health issues often if not always pair up with Substance Use. Clients find MBSR far reaching as a natural process of relaxing and quieting their minds. By stepping back from the excessive “mind chatter” that we bombard ourselves with throughout the day, we can focus and make better choices. For example, in a review of 24 studies that examined potential benefits of meditation in both prevention and treatment of substance use, Gelderloos and associates reported that as a group, these studies documented reduced use of alcohol and drugs, increased abstinence, and reduced rates of relapse among subjects who regularly practiced meditation (Gelderloos et. al., 1991). It should be noted that we also use this tool as a treatment team in Clinical Supervision meetings. In this way, we become present and attune better with ourselves, one another and our clients.

At Engender, Inc. MBSR is conducted in individual and group sessions. Clients check-in each week, followed by the counselor teaching a variety of meditation styles and techniques. Group members practice the meditation technique, and then discuss their experiences together. This group is excellent for people who tend to struggle with groups. Each member focuses attention on themselves, making this a safe space for introverted-type clients or those with social anxiety. Sample curricula include the following:

- Guided Imagery by Belleruth Naparstek, ACSW, BCD: Anger & Forgiveness, Healing Post Traumatic Stress Disorder, Healing Grief and loss, etc.
- Guided Meditations and Discussions by Eckhart Tolle (author of The Power of Now and A New Earth)
- Discussion of “The Pain Body” by Eckhart Tolle
- Mantras – what they are and how to use them

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- Mandala – help to focus
- Introduction to Inquiry-Based Stress Reduction (*The Work*) as a healing/meditation tool
- Clearing the Mind
- HeartMath (Heart & Brain Coherence)
- Creative Visualization
- Connection with Inner Guidance
- Relief from stressful thoughts and behaviors
- Anger Management tools
- Meditations with Tara Brach, PsyD
- 

**The opposite of addiction is not sobriety. The opposite of addiction is connection**  
Johann Hari - Ted Talk, 2015

We develop strong relational connections (Psychodynamic/attachment-based) with our clients in order to foster safety and create an environment where they can heal from mental health issues, such as: early attachment wounding, PTSD, depressive disorders, grief & loss, social phobias, intimacy issues, family-of-origin issues, insomnia, anxiety, etc. Mental Health Therapy services also include: Somatic Experiencing, EMDR Therapy, Focusing, Motivational Enhancement, AEDP, Gestalt Therapy, Cognitive Process/Reframing, Person-Centered, IMAGO Relationship Therapy, Family Systems, etc. As a result, and depending on the Level of Care of the client, Treatment Plans need to reflect the simultaneous need for Mental Health Therapy. This is especially true for clients at the Level I Outpatient and Level II.1 (IOP) Levels of Care.

**Psychotropic Medication Evaluation:**

We refer clients to our Medical Doctor at Simply Salud, a fully bilingual (Spanish/English) clinic who provides medication evaluation, monitoring and prescribing services. Services also include treatment for clients with co-occurring disorders and may consist of: Psychiatric Medications (Anxiolytics), Antidepressant drugs, Antipsychotic drugs, Mood Stabilizers, etc. In addition, clients may receive Suboxone (Buprenorphine) treatment. Consistent with Engender Inc's holistic approach to healing, Simply Salud interweaves traditional and conventional medicines to meet the physical and spiritual health of patients. During intake or throughout the course of treatment, clients may be in need of medication evaluation or currently on medications and require follow up/monitoring. Referrals are made for clients and follow-up/case consultation is conducted by the primary physician working with the client. Should clients need Psychiatric care, we refer them to Chrysalis Psychiatry (Dr. Justin Beatty, MD) with whom we have an excellent, consultative relationship.

**Psychological Testing Services:**

Dr. Shari Spies, PsyD, our Clinical Psychologist provides exceptional Psychological Testing Services and Evaluation for our clients. Clients may be identified during the ASA, intake process or through the course of therapy as requiring Psychological Testing. For example, one client was exhibiting homicidal urges and was drinking alcohol heavily, as a way to deal with these painful thoughts, Dr. Spies conducted testing and was helpful in directing the course of treatment from the test findings. This provided a clear foundation and direction for the clinician working with the client. With a background in Health Psychology and many years working in the field of

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Substance Use issues, Dr. Spies is well versed in a holistic model of care. Dr. Spies also has specific training in conducting MHEs and assessing for risk factors. She has extensive training in working with Eating Disorders. She is often called upon to assist with complex issues, especially when there is a possible/emerging presence of personality disorders, coupled with Substance Use. Dr. Spies has the capacity to perform a variety of psychological tests, such as for Autism, PTSD, etc. With her expertise, Dr. Spies may recommend Psychological Tests or additional types of treatment, as needed.

- g. Children and Adolescent Safety (only applicable for Applications to serve an adolescent population)**
  - a. Please describe how your agency provides for adolescent safety if both adults and adolescents are treated at the same site.

Not Applicable

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**h. Vouchered Services**

- a. Since City voucher funds may not cover an entire course of treatment, the City is looking for evidence that agencies are able to leverage funds to sustain clients in treatment. Please list specifically what measures your agency takes to continue treatment for clients once the voucher funds have been expended.

All clients deserve to have a complete and full course of treatment, whether on a voucher, or coming through a different funding source. To make certain that clients receive a full course of treatment, we have a variety of measures in place, to ensure the successful completion of treatment. In addition, we believe in long-term treatment and know that there is a correlation between recovery success and long-term care. We are building relationships with clients, so do not end treatment because a voucher has expired or funds are no longer available. We are flexible with our provision of treatment in that we offer sliding-fee scale services or pro bono services should clients be engaged in treatment and need continued care. We keep clients “in the loop” about treatment voucher status, so that the ending of a voucher due to expiration of funds is not a surprise. The ending of treatment is dependent on client success and movement toward sustained sobriety rather than determined by funding or voucher compensation. We are committed to seeing our clients thrive and succeed and will find ways to continue treatment through to completion. Attention is paid to the Service Mix, as efficacy is found when clients continue their program at the designated Level of Care and with the correlating Service Mix. If the client’s situation has changed, thus calling for a lower Level of Care, their Service Mix may also alter. All of this is analyzed carefully with priority to client care, continuity and required Service Mix, rather than voucher funds expending. When voucher funds do not cover the entire course of treatment, clients may also continue treatment through a variety of avenues. We accept all Medicaid Centennial insurances and make a point of consistently assessing client’s status regarding their ability to apply for and be accepted to receive Medicaid insurance. Case Managers are also equipped to assist clients with applying for Medicaid, should they be eligible. We accept all commercial insurances, so again, clients that are on a voucher are continually assessed for eligibility regarding other funding sources.

**i. Discharge Planning and Aftercare**

- a. Describe your agency’s discharge planning procedures to ensure successful discharge of clients. Include a copy of the agency’s discharge planning policy.

Discharge planning is a preparation and a linking of the client with services for ongoing care/treatment. Discharge planning at Engender, Inc. begins in the beginning of treatment with a discussion of the general length of treatment, information about treatment vouchers and the continuity of service provision as required. We find that clients tend to relax and feel safer when they know they are not going to be discontinued from receiving services. Discharge planning is a key to building rapport and trust in relationships that have often been fraught with abandonment and distrust. Collaboration is an essential component of discharge planning and we ensure that contact with families, community agencies, etc. is established in the discharge planning process. Follow up with clients ensures that services are continuing to meet the clients’ needs. Discharge information is covered at intake as clients review intake paperwork containing “Program Orientation.” This information reads: “When you are ready to leave Treatment, your Primary Counselor will work

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with you to develop a Discharge Plan. To assist in preventing relapse, you and your Primary Counselor may feel it beneficial to schedule you for Aftercare Services.” This information is discussed with clients and questions about discharge are answered at that time. We attempt to conduct discharge plans with the client as that will facilitate appropriate closure with the counselor and the agency.

Following is our Policy regarding Discharge Planning

**Discharge Standards**

Discharge planning begins at intake. How treatment will progress, who will be involved in the clients’ treatment, and the process of discharge/continued support is discussed up front. We review a form with each client at intake called “Program Orientation”. The form indicates that when clients are ready to leave treatment, they will, with their counselor, develop a Discharge Plan. Discharge planning is a continuing care plan that occurs (preferably) prior to the client leaving the program. Continuing care may include: individual counseling appointments, continuation of group attendance or attending different groups (as needs may have changed during the course of treatment), continued counseling for families or family members, physical and psychiatric needs, academic/employment needs, social needs, Case Management, etc.

Each client shall be assessed for discharge procedures to ensure that a client has received optimum benefit from treatment. Clients will be referred to Engender, Inc. programs as appropriate. Court-ordered clients referral source or responsible party shall be notified prior to discharging the client or according to the respective court mandate, and in consideration of 42 CFR, Part II. Any clients who have not presented for treatment for more than thirty days shall be assessed for discharge and supported with appropriate recommendations and/or discharged from the voucher system. In these and all cases, discharges are to be staffed with a Clinical Supervisor prior to discharging the client. A resource list for continued services will be provided to client (as needed), at discharge. It will be documented in the progress note that the list was provided to the client.

Discharge planning is a process that includes: Identification, assessment, goal setting, planning, implementation, coordination, and evaluation. These components promote early identification and assessment of clients requiring help with planning for discharge. We collaborate with the client, family members and mental health care team at Engender, Inc. and/or in the community to facilitate planning /goal setting for successful discharge. We recommend options for continued care and maintenance of a substance-free lifestyle. We encourage clients to continue with treatment services within the agency by continuing to check in with counselors and attend agency groups as needed. We provide clients with agency information/flyers in order that they are aware of what is offered, should they need/want to return for ongoing aftercare or a check-in. We refer to programs that meet client’s needs and preferences. We liaise with community agencies and organizations to promote patient access and to address gaps in service. We provide encouragement and support to clients and families during discharge. In some cases, we follow up with clients to make certain that services are meeting needs appropriately as identified.

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- b. Does your agency provide aftercare services on site? If yes, describe how you ensure client is engaged in aftercare (groups, life skills, peer support etc.). If not, describe how you ensure client is engaged in aftercare at other entities.
- c.
- j. ***“One of the hardest things was learning that I was worth recovery”***  
Demi Lovato

Yes, we do provide aftercare services on site. Life after treatment may be intense and scary. Relapse, while not inevitable does commonly occur. The lessening of support networks (especially after a relapse) can make recovery challenging. Access to aftercare support can help a client who has ended treatment as well as support those who may learn about the consequences of relapse. Clients at Engender, Inc. are invited to join or continue to attend our Relapse Prevention Groups for ongoing aftercare. This group has a solid foundation and a core group of clients who have continued to attend or “check-in” on an as-needed basis over the years. Newcomers are welcomed and integrated into the group with support being offered between members – veterans and new. Those who come for aftercare support (and even the new clients), comment that they feel “safe” and “can be honest” in this group. There is a feeling of acceptance. We believe this is due in part to the philosophies at Engender, Inc. and the safety/non-judgmental nature of aftercare services.

Aftercare also includes individual counseling sessions with one’s counselor. Especially if clients have co-occurring disorders and mental health issues that come to the surface or become unmanageable after Substance Use treatment. Case Managers are also available to add aftercare support to clients who may need additional Case Management services. This may include referrals to sober living environments or transitional living situations. Aftercare discussions with clients include but are not limited to: identifying triggers to relapse, plans for addressing triggers should they arise, ensuring safe support people in one’s life and how to manage if exposure to old social networks feel unsafe and plans for integration of self-care measures.

- k. **Include the Proposal Summary and Certification Form (page 24 of this Application packet) as the first page to this Application with all appropriate signatures. Applications without this form will not be accepted.**

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**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 1 and 11.1 see appendix A**

- Level .5**
- Level I**
- Level II.I**

**3. Please review pages 4-7 in this Application Packet. Based on the ASAM Criteria detailed on pages 4-7, and at [www.ASAM.org](http://www.ASAM.org); describe how your agency meets or exceeds that ASAM Criteria for the level of care marked above.**

One of the fundamental components in providing exceptional services to clients at the 0.5 Education Level of Care, is to understand the concept of “risk factors” as they relate to Substance Use. Clients at the 0.5 Level of Care may experience a variety of risk factors that contribute to substance addiction. Risk factors may include, but not be limited to:

- **Family history of addiction.** Drug and/or alcohol addiction is more common in some families and may affect individuals, causing a greater risk for one developing an addiction.
- **Having a psychological issue or life stressor.** If an individual has psychological problems, such as depression, anxiety, trauma, etc. Or, life stressors such as grief and loss, financial stressors, intimacy issues, etc. they may be more likely to experiment with alcohol and/or drugs, as a way to alleviate psychological and/or life stressors.
- **Lack of family involvement/connection.** A lack of attachment with parents/family may increase the risk of addiction.

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- **Loneliness/Isolation/Not Fitting In.** Using drugs and/or alcohol can become a way of coping with painful feelings. LGBTQ+ people may face greater risks when they are bullied, harassed, isolated, etc. because of sexual orientation and gender identity. According to the Centers for Disease Controls (CDC) and Prevention, LGBTQ+ people have higher risks for suicidal thoughts and behaviors (2009) and are more likely to use alcohol and/or drugs to cope with these feelings.
- **Loss of employment/Poor job performance/Struggling in school.** Employment issues or doing poorly in school may increase the risk for drug and/or alcohol use.

At Engender, Inc. we not only understand risk factors, but we view them as underlying issues often correlative to the use of substances. Individuals at the 0.5 Level of Care are usually in denial, facing ambivalence, or resistant to receiving help. They are at the Pre-contemplative or Contemplative stages of change. According to Prochaska and DiClemente, who developed the Stages of Change Model, individuals in these stages are either engaged in "Avoidance. That is, not seeing a problem behavior or not considering a change," or they may be "Acknowledging that there is a problem but struggling with ambivalence. "When individuals feel understood, in terms of what is really going on in their lives, they are more likely to engage in treatment.

Motivational Interviewing (MI) by William Miller and Stephen Rollnick is an effective evidence-based approach to overcoming the ambivalence and resistance that keeps people from making desired changes in their lives. When individuals think that change is beyond their capabilities, they may not try. MI assesses client's current state of readiness to discontinue destructive behaviors. It builds on client self-efficacy and agency. Individuals who have been assessed at the 0.5 Level of Care and who come to Engender, Inc. are provided with education, empathy and encouragement to make intrinsic changes that serve to benefit their lives.

We exceed the ASAM criteria for this Level of Care because we engage individuals in their own lives by deeply understanding underlying issues and risk behaviors. Research supports evidence that motivation is multidimensional and we use MI to convey empathy and reflection, so that clients begin to see themselves and their behaviors clearly. We ensure ongoing practice and training of MI in order to continue utilization, fidelity to the model and sharpening of our skills. In this way, we are serving our clients in the best way possible. By integrating a philosophy of MI, we understand with 0.5 Level of Care clients that the desire to change comes from the client, not from us imposing a belief that they should change.

At Engender, Inc., we recognize that individuals at the 0.5 Level of Care may also have a variety of needs, stemming from stress-related issues. For example, one individual that we treated at this Level of Care was struggling with employment issues. As a result, his drinking had increased, causing him to get a DWI. Referral services are essential to individuals at this Level of Care and we referred him to our Case Manager, who was able to provide employment support. The client was then able to find employment and his use of alcohol decreased. He also learned to manage long-term stress related to family issues with the help of counseling.

We also offer a variety of services to meet the needs of people at this Level of Care. From in-house Case Management services, to referrals for medical, psychological, and psychiatric care, we ensure that clients obtain the care that they request/need. Our groups are varied, have educational components, as well as being inclusive. Our counselors are able to provide both individual and family counseling. Our schedule is flexible and wide-ranging, to support people at this Level of Care. We exceed the ASAM criteria for the 0.5 Level of Care, because we meet the client where they are at and form a program for them, based on their particular needs. Combined with an understanding of risk behaviors and their accompanying underlying issues, we offer services to 0.5 clients

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that are comprehensive, flexible and sensitive to the complexity of ambivalence.

**Please review pages 7-9 in this Application Packet. Based on the required Service Mix detailed on pages 7-9, describe how your agency meets or exceeds the required Service Mix for the level of care marked above.**

**Initial Service Plan**

All clients are provided with a Case Management Assessment at intake. This is especially important for clients at the 0.5 Level of Care, as they often have a variety of Case Management needs from financial stressors, to employment issues. Clients at this Level of Care are assigned a primary counselor, who advises them of the groups at Engender, Inc. Clients who identify Case Management needs are also referred to a Case Manager. All clients at the 0.5 level of care are provided with a Service Plan (completed within 30 calendar days of admittance into the agency). The Service Plan is administered by the primary counselor and/or the Case Manager. Some clients at this Level of Care require ongoing Case Management support in addition to counseling support. Therefore, there may be a Service Plan that contains specific Case Management issues and one that is specific to the counseling. The Service Plan identifies what will take place in treatment. It enables the client to identify their goals and needs and to facilitate the meeting of these goals. Service Plans are reviewed and updated as clinically indicated. If a client is only attending a group, then an individual session will be scheduled in order to review the Service Plan. The Service Plan is conducted in collaboration between the client and the counselor/Case Manager.

**Early Intervention Session**

Each client at the 0.5 level of care is invited to attend one group session per week. Usually this is the Relapse Prevention group. This group educates clients on the impact of using drugs and/or alcohol. Curricula include, but are not limited to biopsychosocial dimensions such as: family histories of substance use, the impact of social and environmental factors such as culture, critical life events such as loss, etc. Definitions of addiction, stages of addiction, symptoms of dependence, Addictive Nutrition (eating to support brain chemistry), difference between social/problem drinking, prescription medication and abuse, the effects of using alcohol and/or various drugs, shame and addiction, neuroscientific views of addiction, the consequences of use, etc. Topics may also be garnered from group check-in, which addresses immediate issues that clients are dealing with or brought to the group by facilitators in the form of educational exercises and lessons. Should clients attend fewer groups, the reasoning for this is documented and justified in the client record. Clients at this Level of Care are also offered individual and/or family sessions.

**Case Management Services**

As indicated above, all clients coming into the agency are provided a Case Management Assessment at intake. If clients check one or more items on the assessment, then a plan is developed in conjunction with a Case Manager who will help clients address and meet Case Management needs. Case Management goals and services are identified on the Service Plan. Counselors review the ASAs prior to seeing the client for the first time. In this way, we are prepared to address any Case Management issues that have been identified in the ASA. Engender, Inc. has excellent community connections and an array of resources to draw upon. Client Case Management needs are either addressed within the agency or by referral. For example, if a client is struggling with finding employment due to a felony history, we supply the client with a listing of employers who will hire

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people with felonies. A Case Manager will continue to meet with the client in order to facilitate ongoing support for Case Management needs.

**Discharge Planning**

Discharge planning begins at intake as clients are informed of how the voucher works and what transpires when they have completed treatment. Treatment for a client ends when they have completed treatment and not at the end of a voucher. For example, clients may continue to attend groups should they need to, even when voucher funds expire or when their voucher runs out of time. Discharge planning involves exploring plans for aftercare and how best to support the client to maintain sobriety. Counselors explore with clients what community resources exist and how these might be utilized. We have compiled an aftercare resource list that is given to clients as part of a discharge plan. Emphasis is on building supportive relationships and community supports in order to assist clients to succeed with recovery efforts.

**Discharge Summary**

A discharge summary is completed at the end of treatment and placed in the client record. This summary is completed (as possible) with the client so that progress and an evaluation of treatment are reviewed. This process helps with closure and provides the client a sense of safety as she/he moves into the world on his/her own. It also helps the client to see how far they have come in their recovery. Clients at this level of care may have come to see that their drug/alcohol use was a problem and indeed interfering with life.

For 0.5 Level of Care clients, we exceed the required Service Mix, because we provide in-house Case Management services to meet the needs of clients with a multitude of issues that may be exacerbating substance use. Clients at the 0.5. Level of Care, as indicated previously, may be resistant to treatment and/or in denial that there is even a problem. Engaging clients in a holistic treatment program, replete with a multi-pronged service mix, to meet the whole person, is often enough to engage clients in comprehensive care. We also ensure that we work with clients to evaluate their needs for a higher Level of Care. Should they require or feel they need more care, a request is made to the City and the Level of Care may be increased, as appropriate. In this way, we offer clients the care they need in order to move more deeply toward recovery. With flexible hours, a varied schedule of Education and Therapy groups and a staff who are equipped to support 0.5 clients with motivational approaches, clients get the exact treatment they need and gain a greater awareness of their Substance Use in the process.

**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?**

Not Applicable

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**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 4-7 in this Application Packet. Based on the ASAM Criteria detailed on pages 4-7, and at [www.ASAM.org](http://www.ASAM.org); describe how your agency meets or exceeds that ASAM Criteria for the level of care marked above.**

Treatment at this Level of Care involves an awareness of client behavioral issues, attitudes, and lifestyles – elements that may undermine goals of treatment or interfere with clients’ abilities to cope without the use of substances. As an agency with a focus on holism and a commitment to using a biopsychosocial model, we are always on the look-out for issues surrounding Substance Use and underlying trauma.

When Level I Outpatient clients enter the agency, they are provided with an ASA that is equipped to capture information that may suggest issues fueling client Substance Use. In essence, the ASA questions capture and address all six Dimensions of the ASAM Patient Placement Criteria (ASAM-PPC). In this way, we provide forum for clients to disclose salient information that identify issues relating to Substance Use.

Treatment involves the care of clients who may have co-occurring disorders. These may be at a moderate or high level of severity, but regardless, ongoing assessment is conducted. We provide treatment to Level I Outpatient clients using strategies to engage the client in the event that relapse potential is high and mental disorders interfere with recovery.

For example, our staff is competent and skilled in ongoing assessments of client readiness to change, monitoring mental health stability, and recognition of instability related to mental health. We have a Clinical Psychologist on staff who provides consultation and Psychological Assessments/testing as needed. In addition, we have a medical team who will assess for Psychiatric Evaluation and prescription

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services as needed. Referrals to our Medical Doctor who also offers Suboxone (Buprenorphine) support and provides bilingual services is available to clients. Psychiatric care too is available, as needed.

We provide clients with a diagnostic assessment designed to determine diagnoses and biopsychosocial issues. Those clinicians who are not independently licensed do not conduct the diagnostic assessments, rather they refer Level I Outpatient clients to our Clinical Psychologist or other independently licensed clinicians who are trained to conduct MHEs and MSEs.

Our Clinicians are all experienced in providing individual, family, and/or group therapy to clients at this Level of Care. All clinicians have MI training, designed to address ambivalence and/or resistance issues. This approach uses empathy and validation as the main tenets to facilitating change behavior, trust, and client emotional safety. This is essential at this Level of Care as clients may be grappling with moderate to high Dimension 3 and 4 ratings. Counselors also assess for high Dimension 3 ratings where suicidal or homicidal ideation may be present. Attention is paid to Dimension 5 issues, especially the severity of relapse potential.

We exceed the ASAM criteria for Level I Outpatient care because we ensure that the team working at Engender, Inc. is diverse and highly skilled in assessment and motivational enhancement strategies. In addition to motivational enhancement strategies, our team of clinicians have a breadth of training and experience, equipped to work with clients struggling with a myriad of issues found correlated with Substance Use. We also have years of experience and training in identifying and working with Trauma-Informed Care, as trauma often underlies Substance Use. The Clinical Director of Engender, Inc. also stays current on ASAM PPC-2R training and has taken training at basic and advanced levels. In the past she participated in ASAM PPC-2R training with David Mee-Lee, MD, the chief editor and developer of ASAM PPC 2R (since its inception in 1987), along with additional trainings with Dr. Gerald Schulman, co-developer of ASAM PPC 2R and on faculty with the ASAM. Clients at Level I Outpatient Level of Care are also continuously assessed to ensure that this Level of Care is appropriate for them. Should the need arise for a greater Level of Care, a request is made to the City of Albuquerque and the Clinical Auditor to request an upgrade to Level II.1 Intensive Outpatient (IOP).

**4. Please review pages 7-9 in this Application Packet. Based on the required Service Mix detailed on pages 7-9, describe how your agency meets or exceeds the required Service Mix for the level of care marked above.**

At Engender, Inc., we pride ourselves on taking care of clients prior to their stepping in the door. This begins with the initial call or referral. As soon as the ASA is completed, we all review it thoroughly. In this way, we identify issues, life stressors, past traumas, etc. that clients are grappling with prior to their beginning treatment. We also endeavor to match clients up with the counselor that is best for their needs. For example, if a Level I Outpatient assessment reveals a need for clients needing support around parenting issues, we will pair them up with a counselor who is well versed in parenting skills. In this way, we anticipate the ways in which clients may require specific supports for treatments and work in collaboration with the client toward a successful treatment regimen.

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**Treatment Plan**

An individualized treatment plan is developed within 30 calendar days of admission. Treatment plans address the Level of Care under which a client has been referred. The plans are written in a collaborative manner with counselor asking the client what THEY want out of treatment. Treatment plans are kept simple and progress notes reflect progress on treatment goals. Clinicians follow up on treatment plans weekly and the plans are viewed as “living documents” that chart the progress of the client. Completion of goals are acknowledged and celebrated as client strengths are focused on. Treatment plans are reviewed by counselor, client, and Clinical Supervisor. These are reviewed quarterly or more often as clinically indicated.

**Counseling Sessions**

Clients participate in a minimum of one individual, group, or family session per week. If more or fewer sessions are indicated, this is discussed with the client and documented in the client record.

**Case Management**

Each client completes a Case Management Assessment at intake. Should clients indicate a need for Case Management support, they are referred for follow-up and a Service Plan is created. These issues are monitored by the Case Manager together with the client on a regular basis. Engender, Inc. offers both an array of services to clients requiring Case Management as well as referrals to community providers. For example, clients requiring housing support will continue to meet with a Case Manager until they have adequate and safe housing. We view Case Management support as an essential service and as important as clinical care. It is part of the Service Mix that ensures best practices and high-quality client care. All Case Management services are documented and maintained in the client file.

**Discharge Planning**

Discharge planning takes place at the start of treatment and is noted in the client record. Aftercare support is provided and clients may continue to attend our Relapse Prevention Group and/or other groups as needed. If clients’ treatment voucher has expired and they cannot afford to attend the group as a self-paying client, they are permitted to attend pro bono in order to continue to support their sobriety. Referrals may also be made for clients to integrate into the community upon the completion of treatment.

**Discharge Summary**

Discharge summaries are completed (preferably planned), with each client upon completion from treatment. If the client is unavailable, then information is charted in the summary indicating what has transpired during the course of treatment.

At Engender, Inc., we exceed the required Service Mix for Level I Outpatient clients because of the array of choices offered to clients regarding the Service Mix. Coupled with a flexible schedule which supports clients to engage in treatment.

- 4. 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? Not applicable.**

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**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.1

**3. Please review pages 4-7 in this Application Packet. Based on the ASAM Criteria detailed on pages 4-7, and at [www.ASAM.org](http://www.ASAM.org); describe how your agency meets or exceeds that ASAM Criteria for the level of care marked above.**

For clients at the Level II.1 IOP Level of Care, we ensure that all receive a clinically sound and diverse program that addresses a multitude of needs and issues. Clinicians are well-trained, licensed, and prepared to work with clients who have co-occurring disorders. We provide a team approach to working with clients that assesses and addresses needs such as medical, psychological, addiction issues and Case Management. We refer to a Medical Doctor who is fully bilingual and walk-in hours are available for clients who need flexibility. In addition, Suboxone (Buprenorphine) treatment is available for clients struggling with opiate/opioid addiction. Medication evaluation and prescribing services are attended to as well. Clients may also receive a referral to a Psychiatrist, as needed.

Our clinicians are well-versed in emergency preparedness and emergency information is accessible to clients 24 hours a day, 7 days a week. All clinicians are at minimum at the LMHC or LMSW level of licensure and most are independently licensed. Assessments are only conducted by independently licensed clinicians or the staff Clinical Psychologist. All staff at Engender, Inc. is familiar with mental disorders and how these might interrelate with substance addiction. Clinical Supervision is provided weekly where cases are discussed in detail. If additional Clinical Supervision is indicated, this is provided as well. We are also highly familiar with and partner with various treatment facilities in New Mexico, should clients elect to have more intensive Levels of Care.

Clients are provided with 9 or more hours of structured programming a week which consists of counseling and education about substance use and mental health issues. If clients cannot attend the requisite amount of

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programming (6+ hours), alternate arrangements are made, i.e., more individual sessions are offered to address deeper, private issues comprised of mental health challenges. If clients still cannot attend the requisite amount of programming, this is charted and clinically justified in the client record.

Our agency exceeds the ASAM criteria for Level II.1 IOP care because by its nature, the ASAM PPC-2R weighs heavily on integrative care. It is a multidimensional assessment based on building strong relationships with clients. This ties in well with our service model which is inherently evidence-based, holistic, and integrative in nature. We view the ASAM PPC-2R and our program as an ongoing process of progress evaluation. We monitor all of the dimensions closely, especially with regard to clients at Level II.1 IOP and build in numerous leading-edge strategies to engage the client while addressing a multitude of issues.

In our efforts to facilitate healing with those who have co-occurring disorders, we have had and continue to have training in Interpersonal Neurobiological approaches which promote relational ways of working with clients. These approaches help to heal at the attachment levels. According to Diane B. Byington, PhD, Associate Professor, Graduate School of Social Work, University of Denver. It is an extremely sad situation when a 'best friend' is one's drug of choice. Byington goes on to say "Addiction is, at least in part, associated with isolation and poor interpersonal relationships, which can result in a person developing a primary relationship with a drug that gives temporary relief from pain and loneliness. Relationships are only one aspect of addiction, but they are very important...and have largely been ignored in traditional forms of treatment. The relational model recognizes the need for connection that is common to all humanity and utilizes it in the service of healing from addiction." (2004). We surround clients as a team, so that they feel safe and supported as they navigate the road to recovery and healing of mental health issues.

- 4. Please review pages 7-9 in this Application Packet. Based on the required Service Mix detailed on pages 7-9, describe how your agency meets or exceeds the required Service Mix for the level of care marked above.**

At Engender, Inc., our Service Mix is varied and flexible for clients at the Level II.1 IOP Level of Care. We recognize that clients at this Level of Care require much support, especially initially and endeavor to create individualized programs that suit the schedules, goals, and needs of the clients.

**Staffing**

All staff at Engender, Inc. has at minimum LMHC or LMSW licensure. We have also added additional staff that has independent licensure and years of experience working with clients at this Level of Care. Staff also takes the requisite training designed to address clients with co-occurring disorders. As above, our clinicians are training in relational approaches to help clients heal co-occurring disorders. We are a strong treatment team and each of us has strengths and unique skills that we bring to the agency. For example, our Clinical Director and other clinicians at Engender are trained in Eye Movement Desensitization and Reprocessing Therapy (EMDR Therapy). This evidence-based therapy helps clients heal trauma and Substance Use issues effectively and efficiently. Each ASA is reviewed after referral and prior to a client beginning treatment. Depending on the Level of Care and the severity found within the dimensions on the ASA, a clinician is matched up with each client taking into account the areas and levels of expertise of the clinician and the needs of the client. In this way, we ensure greater success for the client in treatment.

**City of Albuquerque  
Department of Family & Community Services  
Behavioral Health & Wellness Division**

**Treatment Plan**

A treatment plan is developed within 30 calendar days of the client entering treatment. Each plan is developed collaboratively with the client. Goals are comprised of Substance Use and mental health issues. This addresses the needs of individuals with Level II IOP Level of Care. Treatment plans for clients at this Level of Care are developed taking into account all of the Dimension areas and in particular those identified in Dimension 3 – Emotional/ Behavioral Conditions and Complications. Treatment plans are reviewed on a regular basis and at minimum, quarterly. Treatment plans are reviewed and updated by the counselor, client and Clinical Supervisor.

**Counseling Session**

Clients participate in a minimum of one individual, group, or family session three times per week. Clients at this Level of Care are challenged with a variety of issues from housing problems, health issues, lack of childcare, etc. As a result, attending sessions on a consistent basis may be difficult. At Engender, Inc., we make every effort to ensure that the schedule is flexible enough to accommodate clients. This may mean clients attend one individual session and two groups. The individual session and group may be held on the same day. Additionally, Engender, Inc. hours extend to evenings and weekends in order to accommodate clients.

**Case Management Services**

Each level II.I IOP client receives a Case Management Assessment at intake. This and the ASA are reviewed to ensure that client Case Management needs are met. Clients are referred to a Case Manager to address Case Management needs and develop a Service Plan with the client. Engender, Inc. will provide services on site or through facilitated referrals. Service Plans are followed up on regularly. All services and referrals are documented in the client record.

**Discharge Planning**

Discharge planning takes place at the start of treatment. It is a way for clients to evaluate their progress and have closure with their clinician and the agency. Plans are made in a collaborative manner with clients and aftercare support is available to those who want/need it. The expiration of a treatment voucher does not indicate the end of treatment. Clients are invited to continue attending the Relapse Prevention Group and additional groups as needed. In addition, clients at this Level of Care may require additional “check-in” sessions after their treatment officially ends. This provision is made, so that clients feel supported and steady in their recovery.

**Discharge Summary**

A discharge summary of the client’s history and treatment progress is completed after discharge occurs. We exceed the required Service Mix, because we go over and above what is minimally required. We recognize that we are in the business of relationships and healing and work with clients based on their needs. Clients who struggle with social anxiety issues, are encouraged to attend individual sessions with their counselor and also are invited to attend groups like Mindfulness. This is a group that is less interactive and more introspective. Whatever the issue and need, we will go the extra mile to ensure that clients receive an individualized program that facilitates, rather than hinders healing. We also exceed the service mix, because we work strongly as a

**City of Albuquerque**  
**Department of Family & Community Services**  
**Behavioral Health & Wellness Division**

treatment team to provide comprehensive care that addresses issues from a variety of angles. Clients may also benefit from family and/or couples therapy. Involving families in treatment may be extremely beneficial for clients and a Family Systems approach to recovery is holistic and far reaching.

With a multitude of issues at the Level II.1 IOP Level of Care, clients require a comprehensive program that truly feeds them on all levels. We are able to offer a variety of services and treatment, which helps clients at this Level of Care. Lastly, the provision of Case Management is an essential service that assists Level II.1 IOP clients to address "life" as well as mental health issues.

**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?**

Not applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> JB Martin Insurance Agency 6500 Menaul Blvd. NE Ste B-555 Albuquerque NM 87112	<b>CONTACT NAME:</b> PHONE (A/C, Int, Ext): 505-888-8846      FAX (A/C, No): 505-292-4446 E-MAIL ADDRESS: ADDRESS:														
<b>INSURED</b> Engender, Inc. 6749 Academy Rd NE Suite D Albuquerque NM 87109	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Western Insurance Company</td> <td style="text-align: center;">10804</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Insurance Company	10804	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Western Insurance Company	10804														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 695429104**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSUR LTR	TYPE OF INSURANCE	AGRE (INS, WSD)	BENEF (INS, WSD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CNA4317326-25	6/9/2023	6/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Albuquerque is listed as additional insured with regards to General Liability.

<b>CERTIFICATE HOLDER</b>  City of Albuquerque Risk Manager PO Box 1293 Albuquerque NM 87103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP**



**Certificate of Insurance  
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Mail Date: 10/19/22

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 018098	<b>BRANCH</b> 970	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0298079646-8	<b>POLICY PERIOD</b> From: 12/26/22 to 12/26/23 at 12:01 AM Standard Time
<b>Name Insured and Address:</b> TOVA L FOX 3301-R COORS BLVD NW # 237 ALBUQUERQUE, NM 87120-1229			<b>Program Administered by:</b> Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpsco.com	
<b>Medical Specialty</b> Mental Health Counselor		<b>Code</b> 80723	<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606	

**Professional Liability** \$1,000,000 each claim \$3,000,000 aggregate  
 Your professional liability limits shown above include the following:  
 • Good Samaritan Liability • Malplacement Liability • Personal Injury Liability  
 • Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault <i>Includes Workplace Violence Counseling</i>	\$ 25,000	per incident	\$ 25,000	aggregate
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sub limit
Personal Liability	\$1,000,000 aggregate

**Total \$132.00**

**Premium reflects Employed, Full-time rate**

**Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)**

**Chairman of the Board**

**Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93692 (11-2018)

**Endorsement Date:**

**Master Policy: 188711433**

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HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP

## Certificate of Insurance

## OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM



Email Date: 01/30/23

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0732858035-8	From: 04/12/23 to 04/12/24 at 12:01 AM Standard Time
<b>Name Insured and Address:</b>			<b>Program Administered by:</b>	
NICOLE LOVE 405 8TH ST NE RIO RANCHO, NM 87124-0502			Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpsso.com	
<b>Medical Specialty</b>			<b>Code</b>	<b>Insurance Provided by:</b>
Social Worker, Clinical			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
<b>Professional Liability</b>			<b>\$1,000,000 each claim</b>	<b>\$3,000,000 aggregate</b>

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
<i>Includes Workplace Violence Counseling</i>				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sub limit
Personal Liability	\$1,000,000 aggregate

**Total \$53.00**

Premium reflects Employed, Full-time with 60% new graduate discount.

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:  
CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

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**HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP**



**Certificate of Insurance  
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM**

Print Date: 3/10/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

<b>PRODUCER</b> 016098	<b>BRANCH</b> 070	<b>PREFIX</b> HPG	<b>POLICY NUMBER</b> 0622303119	<b>POLICY PERIOD</b> From: 02/22/23 to 02/22/24 at 12:01 AM Standard Time
<b>Named Insured and Address:</b> Marinell Locson Po Box 26241 Albuquerque, NM 87125-6241				<b>Program Administered by:</b> Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
<b>Medical Specialty:</b> Mental Health Counselor		<b>Code:</b> 80723	<b>Insurance Provided by:</b> American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606	
Excludes Cosmetic Procedures				

**Professional Liability** \$ 1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- \* Good Samaritan Liability
- \* Malplacement Liability
- \* Personal Injury Liability
- \* Sexual Misconduct included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

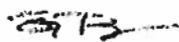
Total \$ 178.00

Base Premium \$178.00

Premium reflects Self Employed , Part Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

  
Chairman of the Board

  
Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

**Coverage Change Date:**  
CNA93602 (11-2018)

**Endorsement Date:**

**Master Policy:** 188711433

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HEALTHCARE PROVIDERS SERVICE  
ORGANIZATION PURCHASING GROUP

## Certificate of Insurance



## OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Mail Date: 03/08/23

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	TFG	0715887518-8	From: 05/17/23 to 05/17/24, at 12:01 AM Standard Time
Name Insured and Address:			Program Administered by:	
JENNIFER HALL 1732 SAVANNAH DR NE RIO RANCHO, NM 87144-6701			Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278 1-800-982-9491 www.hpsso.com	
Medical Specialty		Code		Insurance Provided by:
Mental Health Counselor		80728		American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60608

**Professional Liability** **\$1,000,000 each claim** **\$3,000,000 aggregate**

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malpractice Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

**Coverage Extensions**

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
<i>Includes Workplace Violence Counseling</i>				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000	per incident	\$ 25,000	aggregate
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

**Workplace Liability**

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sub limit
Personal Liability	\$1,000,000 aggregate

**Total \$79.00**

Premium reflects Employed, Full-time with 40% new graduate discount.

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:  
CNA93892 (11-2018)

Endorsement Date:

Master Policy: 188711433

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Handwritten initials: AHV



## Certificate of Liability Insurance

Date Issued: 03/07/2023

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058  
**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

**DISCLAIMER:** This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Shari Spies PsyD LLC  
 Shari Spies  
 400 Penny Lane  
 Corrales, NM 87048

**Policy Number:** E90866  
**Policy Term:** 06/01/2023 to 06/01/2024

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	<del>\$ 1,000,000</del>	<del>\$ 3,000,000</del>
Licensing Board Defense	\$ 100,000	\$ 100,000
Commercial General Liability	N/A	N/A
· Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

**Comments/Special Descriptions:**

### Certificate Holder

### PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

*C. Phillip Hodson*

Authorized Representative  
 C. Phillip Hodson

SAV  
 AHV



Customer ID: 1HHUCYCTQD Named Insured: James L Saylor  
 Policy Number: P-IND4MTXY1WL11-00  
 Effective Date: 11/13/2022 Address: 49 Desert Willow Rd  
 Expiration Date: 11/13/2023 Corrales, NM 87048  
 Retroactive Date: 11/13/2022

**NOTICE: A LOWER LIMIT OF LIABILITY APPLIES TO JUDGEMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT. (SEE POLICY FOR DETAILS) THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED, THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

PERSONAL LIABILITY COVERAGE A		
Liability Per Claim Limit	\$1,000,000.00	\$34.85
Liability Aggregate Limit	\$3,000,000.00	
PERSONAL LIABILITY COVERAGE B		
Liability Aggregate Limit	\$3,000,000.00	
Liability Per Claim Limit	\$1,000,000.00	
ADDITIONAL COVERAGE		
Deposition Expense	\$5,000 per deposition/\$35,000 per policy period	
Subpoena Expense	\$400.00 per policy period	
State License Board Investigation Defense	\$45,000.00 per policy period	
Emergency First Aid	\$15,000.00 per policy period	
Health Information - HIPAA	\$25,000.00 per policy period	
First Party Assault	\$15,000.00 per policy period	
Medical Payments	\$5,000 per incident/\$50,000 per policy period	
Wage Loss and Expense	\$1,000 per day/\$35,000 per policy period	

**TOTAL PREMIUM FOR THIS COVERAGE PART: \$34.85**

**NOTICE:** THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

**ATTENTION:** THE POLICY OF INSURANCE IDENTIFIED ABOVE HAS BEEN ISSUED TO THE NAMED INSURED FOR THE POLICY PERIOD INDICATED. ALL INSURED ARE SUBJECT TO THE LIMITS OF LIABILITY THAT ARE APPLICABLE TO THE POLICY. THE LIMITS OF LIABILITY MAY NOT BE STACKED TO INCREASE THE AMOUNT WE WILL PAY FOR ANY CLAIM. THE AGGREGATE LIMIT MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Regarding Cancellation:* Should the policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the Named Insured.

Authorized Representative:  
  
 Tony Benedetto

Brokered and Administered by:  
  
 NASW RRG Plan Administrator  
 1200 E. Glen Avenue  
 Peoria Heights, IL 61616-5348  
 License: CR 0740076, A08 1332

The NASW RRG Inc. supports this policy with its full faith, credit and assets.

This policy is reinsured by Swiss Re America.



AHV  
PAV



AMERICAN COUNSELING  
ASSOCIATION  
*counseling.org*

**ACA Student Policy Evidence of Insurance**

ACA Member ID#: 6652241

ACA Member Expiration Date: 12/31/2023

Master Policy Number: 418662084

**Program Administrator:**  
Healthcare Providers Service Organization  
159 East County Line Road  
Hatboro, PA 19040

**Member Name/Address:**

Cameron Cates  
6601 Tennyson St NE  
Apt 4306

Albuquerque, NM 87111-8162

UNITED STATES

**Institution:** New Mexico Highlands  
University

**Medical Specialty:** Counseling Student

**Insurance Provided by:**  
American Casualty Company of Reading, PA  
333 S. Wabash Avenue Chicago, IL 60604

**This policy is available to eligible registered Student Members of the  
American Counseling Association (ACA).**

**Coverage:** Professional Liability, Occurrence Form  
**Master Policy Number:** 418662084

**Limits of Liability:** \$1,000,000 each claim / \$3,000,000 Aggregate - each student  
\$6,000,000 Policy Aggregate

Virginia Students Only

\$2,500,000 each claim / \$4,000,000 aggregate - Each Student  
\$6,000,000 Policy Aggregate



AMERICAN COUNSELING  
ASSOCIATION  
*counseling.org*

**ACA Student Policy Evidence of Insurance**

**ACA Member ID#: 6639146**

**ACA Member Expiration Date: 7/31/2023**

**Master Policy Number: 418662084**

**Program Administrator:**

Healthcare Providers Service Organization  
159 East County Line Road  
Hatboro, PA 19040

**Member Name/Address:**

Elena Schneider  
12209 Carmel Ave NE  
Albuquerque, NM 87122-1247  
UNITED STATES

**Insurance Provided by:**

American Casualty Company of Reading, PA

**Institution:** New Mexico Highlands  
University

333 S. Wabash Avenue Chicago, IL 60604

**Medical Specialty:** Counseling Student

**This policy is available to eligible registered Student Members of the  
American Counseling Association (ACA).**

**Coverage:** Professional Liability, Occurrence Form

**Master Policy Number:** 418662084

**Limits of Liability:** \$1,000,000 each claim / \$3,000,000 Aggregate - each student

\$6,000,000 Policy Aggregate

Virginia Students Only

\$2,500,000 each claim / \$4,000,000 aggregate - Each Student

\$6,000,000 Policy Aggregate



AMERICAN COUNSELING  
ASSOCIATION  
*counseling.org*

**ACA Student Policy Evidence of Insurance**

**ACA Member ID#:** 6654874

**ACA Member Expiration Date:** 1/31/2024

**Master Policy Number:** 418662084

**Program Administrator:**

Healthcare Providers Service Organization  
159 East County Line Road  
Hatboro, PA 19040

**Member Name/Address:**

Marlo Anne Kiefer

1801 Tijeras Ave NE

Apt. 23

Albuquerque, NM 87106

UNITED STATES

**Institution:** New Mexico Highlands

University

**Medical Specialty:** Counseling Student

**Insurance Provided by:**

American Casualty Company of Reading, PA  
333 S. Wabash Avenue Chicago, IL 60604

**This policy is available to eligible registered Student Members of the  
American Counseling Association (ACA).**

**Coverage:** Professional Liability, Occurrence Form

**Master Policy Number:** 418662084

**Limits of Liability:** \$1,000,000 each claim / \$3,000,000 Aggregate - each student

\$6,000,000 Policy Aggregate

Virginia Students Only

\$2,500,000 each claim / \$4,000,000 aggregate - Each Student

\$6,000,000 Policy Aggregate



AMERICAN COUNSELING  
ASSOCIATION  
*counseling.org*

**ACA Student Policy Evidence of Insurance**

**ACA Member ID#: 6642174**

**ACA Member Expiration Date: 8/31/2023**

**Master Policy Number: 418662084**

**Program Administrator:**

Healthcare Providers Service Organization  
159 East County Line Road  
Hatboro, PA 19040

**Member Name/Address:**

Kenia Lizbeth Hernandez  
1525 La Vega Dr SW  
Albuquerque, NM 87105-4722  
UNITED STATES

**Insurance Provided by:**

American Casualty Company of Reading, PA  
333 S. Wabash Avenue Chicago, IL 60604

**Institution: New Mexico Highlands  
University**

**Medical Specialty: Counseling Student**

**This policy is available to eligible registered Student Members of the  
American Counseling Association (ACA).**

**Coverage: Professional Liability, Occurrence Form  
Master Policy Number: 418662084**

**Limits of Liability: \$1,000,000 each claim / \$3,000,000 Aggregate - each student  
\$6,000,000 Policy Aggregate**

**Virginia Students Only**

**\$2,500,000 each claim / \$4,000,000 aggregate - Each Student  
\$6,000,000 Policy Aggregate**



AMERICAN COUNSELING  
ASSOCIATION  
*counseling.org*

**ACA Student Policy Evidence of Insurance**

**ACA Member ID#: 8653653**

**ACA Member Expiration Date: 1/31/2024**

**Master Policy Number: 418662084**

**Program Administrator:**  
Healthcare Providers Service Organization  
159 East County Line Road  
Hatboro, PA 19040

**Member Name/Address:**

~~Everna Vinter~~  
11100 Hagen Rd NE  
Albuquerque, NM 87111-1820  
UNITED STATES  
**Institution:** New Mexico Highlands  
University  
**Medical Specialty:** Counseling Student

**Insurance Provided by:**  
American Casualty Company of Reading, PA  
333 S. Wabash Avenue Chicago, IL 60604

**This policy is available to eligible registered Student Members of the  
American Counseling Association (ACA).**

**Coverage:** Professional Liability, Occurrence Form  
**Master Policy Number:** 418662084

**Limits of Liability:** \$1,000,000 each claim / \$3,000,000 Aggregate - each student  
\$6,000,000 Policy Aggregate  
Virginia Students Only  
\$2,500,000 each claim / \$4,000,000 aggregate - Each Student  
\$6,000,000 Policy Aggregate

**City of Albuquerque  
Department of Family & Community Services  
Behavioral Health & Wellness Division**

**INSURANCE WAIVER OR REDUCTION REQUEST**

*Fill in the name of the Agency/Organization and the Authorized Official signing this request. For any deviation from the City's Basic Insurance Requirements, check the box to request the associated waivers or reduction, provide associated explanations and sign associated certifications. If requesting a reduction in amounts, enter the new amount.*

Agency/Organization: Engender, Inc.

Typed/Printed Name of Authorized Official of the Agency: Deborah Patrick

Title: CEO

Contractor requests the following insurance to be waived or reduced:

**A. Commercial General Liability Insurance ("CGL")**

WAIVED  REDUCE TO \$ 1,000,000 OCCURRENCE / 2,000,000 AGGREGATE

Provide an explanation for why you believe Commercial General Liability Insurance ("CGL") should be waived or reduced for your agency: PER OUR INSURANCE COMPANY, THIS IS STANDARD AND APPROPRIATE COVERAGE FOR ENGENDER, INC., ACCEPTED BY THE PATH PROGRAM FOR MANY YEARS

Signature: Deborah Patrick Date: 4-5-23

**B. Commercial Automobile Liability Insurance ("CAL")**

WAIVED  REDUCE TO \$ \_\_\_\_\_

Provide an explanation for why you believe Commercial Automobile Liability Insurance ("CAL") should be waived or reduced for your agency:

Not applicable

Signature: Deborah Patrick Date: 4/5/2023

**City of Albuquerque  
Department of Family & Community Services  
Behavioral Health & Wellness Division**

**APPLICABLE IF WAIVING AUTOMOBILE INSURANCE:** I hereby certify that neither I, nor employees or contractors employed by this agency, use vehicles in other than a commuting capacity. I further certify that should I, or any employees or contractors employed by this agency, use vehicles in any manner other than a commuting capacity, the agency will comply with the City of Albuquerque's Automobile Insurance requirements.

**C. Workers' Compensation Insurance**

I hereby certify that I employ fewer than three employees and am, therefore, not subject to the provisions of the Workers' Compensation Act of the State of New Mexico. I further certify that should I employ three or more persons during the term of my contract with the City, I will comply with the provisions of the New Mexico Workers' Compensation Act and provide proof of such compliance to the City of Albuquerque.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**D. Professional Liability (Errors and Omissions) Insurance**

WAIVED     REDUCE TO \$ \_\_\_\_\_

Provide an explanation for why you believe Professional Liability (Errors and Omissions) Insurance be waived or reduced for your agency:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**E. Sexual Abuse/Molestation Coverage**

WAIVED     REDUCE TO \$ \_\_\_\_\_

Provide an explanation for why you believe Sexual Abuse Molestation Coverage should be waived or reduced for your agency:

ENGENDER PROVIDES SERVICES THROUGH THE PATH PROGRAM  
TO ADULTS ONLY.

Signature: Debrah Patrick Date: 4-5-23

**City of Albuquerque  
Department of Family & Community Services  
Behavioral Health & Wellness Division**

**APPLICABLE IF WAIVING SEXUAL ABUSE/MOLESTATION INSURANCE:** I hereby certify that neither I, nor employees or contractors employed by this agency, will have unsupervised or one-on-one contact with children or compromised adults. I further certify that should I, or any employees or contractors employed by this agency, have unsupervised or one-on-one contact with children or compromised adults, the agency will comply with the City of Albuquerque’s Sexual Abuse Molestation Coverage Insurance requirements.

**F. Cyber Liability Coverage**

X WAIVED     REDUCE TO \$ \_\_\_\_\_

Provide an explanation for why you believe Cyber Liability Coverage should be waived or reduced for your agency:

not applicable

Signature: Deborah Patrick \_\_\_\_\_ Date: 4/5/2023 \_\_\_\_\_

**APPLICABLE IF WAIVING CYBER LIABILITY INSURANCE:** I hereby certify that neither I, nor employees or contractors employed by this agency, will have cybernetic access to the City’s confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems. I further certify that should I, or any employees or contractors employed by this agency, have cybernetic access to the City’s confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems, the agency will comply with the City of Albuquerque’s Cyber Liability Coverage Insurance requirements.

**For City of Albuquerque Use Only:**

Insurance Waiver or Reduction approved:

By: DocuSigned by:  
Jeannette Chavez  
6393AC1BB5C845E...

Title: Risk Manager

Date: 6/20/2023 | 8:10 AM MDT



<b>Business Unit:</b> POFCS	<b>Requester:</b> E25129	<b>Status:</b> Pending Approval
<b>Requisition:</b> RFC0017064	<b>Requested By:</b> Valverde, Monica A	<b>Currency:</b> USD
<b>Requisition Name:</b> FY24 Engender	<b>Entered Date:</b> 7/18/23	<b>Requisition Total:</b> 100,000.00
<b>Requisition Origin:</b> FCR	<b>Requisition Type:</b> PT or PT Types	
<b>Hold PO Process:</b>	<b>Source Next Yr:</b>	<b>Blanket Exp Date:</b>
<b>Header Comments:</b>		
CCN: 202301340 Supplier ID: 0000106741 Supplier: Engender Inc.		
TOP: 07/01/23-06/30/24		
***ATTENTION PURCHASING: PLEASE CREATE POR*** Dept contact: Monica Valverde mvalverde@cabq.gov 768-2748		

**Line:** 1    **Desc:** Substance Use Treatment Subsidy Voucher Program    **Quantity:** 1.0000    **UOM:** EA    **Price:** 100,000.00    **Line Total:** 100,000.00  
**Category:** 918-03 Alcohol and Drug Abuse Consult

**Buyer ID:** E31190 **Buyer Name:** Chavez, Monica J

**Cert Source:** Class:

**Amt Only Flg:** Y

<b>Ship Line:</b> 1	<b>Ship To:</b> 10021	<b>Address:</b>	<b>Shipping Quantity:</b> 1.0000
<b>Attention:</b> Valverde, Monica A	<b>Due Date:</b>	FC-Administration	<b>Shipping Total:</b> 100,000.00
<b>Ship Via:</b> COMMON	<b>Freight Terms:</b> DES	400 Marquette NW	
		Room 504	<b>GRT Tax Code:</b>
		Albuquerque NM 87102	NO-TAX
			Not Taxable-0%

Dist	Status	Qty	PCT	Amount	GL Unit	Account	Fund	Dept
1	Open	1.0000	100.00	100,000.00	ABQ01	520500	110	2923812

<b>Capitalize</b>
N

FIRST SUPPLEMENTAL AGREEMENT  
TO  
PROFESSIONAL/TECHNICAL AGREEMENT  
CCN# 202301340.1

**THIS FIRST SUPPLEMENTAL AGREEMENT** is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and **Engender, Inc. 6749 Academy Rd. NE, Albuquerque, NM, 87109** a New Mexico non-profit corporation (the "Contractor").

**RECITALS**

WHEREAS, the City and the Contractor entered into an Agreement effective July 1, 2023 hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain services to the City; and

WHEREAS, in this First Supplemental Agreement, the parties agree that 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 Voucher Clinical Services Specifications for the City of Albuquerque Voucher System, which may be amended or updated from time to time, up to the amount of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000)**. 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 effective or binding upon the City until approved by the highest authority required by the City under this Agreement.
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