EC-26-197

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM July 23, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Approval Requested to Increase Funding for the FY27 Substance Use Treatment Voucher Contract with Engender, Inc.

In accordance with §5-5-19(A)(4)(b) ROA 1994, the Department of Health, Housing & Homelessness, Behavioral Health & Wellness Division, is requesting a funding increase to an existing agreement with Engender, Inc., an agency eligible for a professional/technical services contract as a network substance use treatment provider. The amended contract with Engender, Inc. will increase funding by $250,000, based on Engender, Inc.'s past fiscal years' billable services, for a total amount of $350,000. Engender, Inc. is a non-profit entity and meets the performance standards as set forth in the *Albuquerque Minimum Standards for Substance Use Treatment Services*.

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

This program addresses a critical gap in access to substance use disorder treatment for low-income Albuquerque and Bernalillo County residents who lack the financial resources to obtain care. It serves individuals who are uninsured, underinsured, or ineligible for full Medicaid benefits, or have no other funding sources. The program also assists individuals who are low to moderate income and have high-deductible commercial health plans or high co-pays, thereby helping to reduce financial barriers that can delay or prevent access to medically necessary treatment.

The Department of Health, Housing & Homelessness has established units of service and service rates. Altogether, the contracts for network providers under this Substance Use Treatment Voucher Program will not exceed the total available funding allocated in the FY27 budget for the Substance Use Treatment Voucher Program.

This Executive Communication and corresponding packet are forwarded to City Council for consideration and approval. Additionally, the Department of Health, Housing and Homelessness is requesting immediate action to allow for expedited execution of the attached contract amendment.

Legislation Title: Approval Requested to Increase Funding for the FY27 Substance Use Treatment Contract with Engender, Inc.

Approved:

Samantha Sengel 7/27/26

Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
Lauren Keefe 7/25/2026 | 2:43 PM MDT
1A21D96D32C74EE...

Lauren Keefe Date
City Attorney

Initial
LMS

Recommended:

DocuSigned by:
Gilbert Ramirez 7/23/2026 | 4:03 PM MDT
F9705DFAA9D2484...

Gilbert Ramirez, Director Date
Department of Health Housing & Homelessness

Cover Analysis

1. What is it?

The Executive Communication (EC) is requesting approval pursuant to §5-5-19(A)(4)(b), ROA 1994, to increase funding by an additional $250,000 for FY27 Substance Use Treatment Program Engender Inc.,.

2. What will this piece of legislation do?

This legislation authorizes the Department of Health, Housing and Homelessness to amend its agreement with Engender Inc., to increase compensation and expand voucher-funded substance use treatment services to persons in need of such services based on their level of care as determined Addiction Severity Assessment (ASA).

3. Why is this project needed?

This program addresses a critical gap in access to substance use disorder treatment for low-income Albuquerque and Bernalillo County residents who lack the financial resources to obtain care. It serves individuals who are uninsured, underinsured, or ineligible for full Medicaid benefits, or have no other funding sources. The program also assists individuals who are low to moderate income and have high-deductible commercial health plans or high co-pays, thereby helping to reduce financial barriers that can delay or prevent access to medically necessary treatment.

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

Since it is not possible to predict how many referrals each substance use treatment provider may receive, the request for additional funding is based on Engender, Inc.'s previous years of utilization. The funding source is the City's General Fund, and the total amount available in the General Fund treatment voucher pool is $1,081,676.00. This amount is never exceeded, however, because the invoicing process automatically "debits" a "shadow" voucher pool account which prevents providers from submitting any further invoices once all funds have been spent.

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

No.

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

If this contract amendment is not approved, of voucher-supported substance use treatment services will not be expanded to serve more uninsured and underinsured individuals. As a result, some of the community's most vulnerable residents will continue to face financial barriers to accessing treatment, which will hinder their recovery process.

7. Is this service already provided by another entity?

No. While Engender Inc. is part of the City's network of substance use treatment providers, each provider delivers services within the scope of its licensure and contracted service capacity. The services

supported by this legislation are specific to Engender Inc.'s contract and will expand, rather than duplicate, existing treatment capacity.

FISCAL IMPACT ANALYSIS

TITLE: Approval Requested for FY27 Substance Use Treatment Contract with Engender to Exceeding $100,000 in Funding Aggregate

R:
O:
FUND: 110
DEPT: HHH

[X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

[ ] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years 2027	2028	2029	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -
[ ] Estimated revenues not affected				
[ ] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	$ -	$ -	$ -	$ -

These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created: 0

COMMENTS: Budget for this service is currently appropriated in C/S R-26-17, R-26-031, in General Fund 110, Department 3023812 Substance Use Network Vouchers line item. There is no budget impact. This legislation is to approve the contract to exceed $100,000.

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

PREPARED BY:
DocuSigned by: Joey Rowe 7/23/2026 | 3:30 PM MDT
FISCAL ANALYST

APPROVED:
DocuSigned by: Gilbert Ramirez 7/23/2026 | 4:03 PM MDT
DIRECTOR

REVIEWED BY:
Signed by: Diane Shaver 7/23/2026 | 4:20 PM MDT
EXECUTIVE BUDGET ANALYST

DocuSigned by: Kevin E. Noel 7/24/2026 | 1:11 PM MDT
BUDGET OFFICER

Signed by: Christine Boerner 7/24/2026 | 2:32 PM MDT
CITY ECONOMIST

FIRST AMENDMENT

THIS FIRST AMENDMENT ("Agreement") is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and ENGENDER INC Non-Profit, 4801 Lang Ave NE, Suite 110 Albuquerque, NM ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an agreement effective July 1, 2026, hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to perform certain Services; and

WHEREAS, the Original Agreement was funded in the amount of $100,000; and

WHEREAS, in this FIRST Amended Agreement, the City wishes to expand substance use treatment services for eligible individuals by increasing the amount of compensation by Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00), for a total contract amount of Three Hundred Fifty Thousand and 00/100 ($350,000); and

WHEREAS, the Contractor is agreeable to the changes.

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

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

   Maximum Compensation. For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($350,000.00). The City agrees to pay the Contractor for subsidized outpatient substance use treatment service at the rates established for those services, set forth in the City of Albuquerque PATH Treatment Provider - Clinical Services Specifications, which may be amended or updated from time to time. Such rates do not include any applicable gross receipts taxes which may be added and billed by the Contractor during the term of the Agreement. Such payments to the Contractor shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

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 Amended Agreement, in which event, the terms and conditions of this FIRST Amended Agreement shall control.

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

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

SIGNATURES ON NEXT PAGE

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

CONTRACTOR:

Company: ENGENDER, INC.

Approved By: _____ Date: _____

Name: _____ Title: _____

CITY OF ALBUQUERQUE:

Approved By: _____ Date: _____

Name: _____ Title: _____

Approved By: _____ Date: _____

Name: _____ Title: _____

Approved By: _____ Date: _____

Name: _____ Title: _____

Approved By: _____ Date: _____

Name: _____ Title: _____

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and ENGENDER INC Non-Profit, 4801 Lang Ave NE, Suite 110, 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 the individual's public or private insurance; and

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

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

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

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

A. Follow the Treatment Subsidy Voucher Program rules established by the City-Exhibit A, Providing Addiction Treatment & Healing (PATH) Substance Use Treatment Provider Network, which is attached hereto and incorporated herein.

B. Provide outpatient substance use treatment, as further defined in the approved FY27 Application in Exhibit B, for clients eligible to receive a City-subsidized substance use treatment services voucher.

C. Provide outpatient substance use treatment services in accordance with the service rates established by the City in the current FY27 City of Albuquerque PATH Treatment Provider Clinical Service Specifications, included in Exhibit A-Attachment 3, 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.

D. Comply with Client Progress reporting through the Client Progress Update/Discharge 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") Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Subparts A and E of Part 164, as amended, and any other requirement for release of related information collected by the Contractor.

F. Adhere to the State of New Mexico Counseling and Therapy Practice Act (the "Act"), Sections 61-9A-1 et seq. NMSA 1978, as currently enacted or hereafter amended.

The Contractor must ensure that all persons providing substance use treatment have adequate licensure, pursuant to the Act.

G. Abide by the current version of the Albuquerque Minimum Standards for Substance Use Treatment Prevention Services (originally issued by the Department of Family and Community Services, which has since been renamed the Department of Health, Housing and Homelessness), as amended from time to time, and applicable terms in the *Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque*, as amended from time to time. Failure to do so may result in suspension of this Agreement for a minimum period of thirty (30) days.

H. If the Services under this Agreement require the Contractor staff to work with or be in proximity to children or other vulnerable populations, the Contractor shall comply with the most current version of the requirements contained in the *Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque,* as amended from time to time.

I. The Contractor's management and/or Clinical Supervision staff will attend City mandated Treatment Provider meetings.

J. Provide data on a timely basis in accordance with Exhibit A.

K. Adhere to best practices and State and Federal regulations when utilizing telehealth services when such services are in the best interest of the health of the client. The Contractor is responsible for remaining current with regard to requirements surrounding telehealth. General State requirements for telehealth can be found at https://www.hsd.state.nm.us/, and Federal requirements at https://telehealth.hhs.gov/.

L. The Contractor shall make every effort to bill Medicaid for eligible services in order to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the *Administrative Requirements*.

M. The Contractor shall participate in the implementation of a PATH Voucher Database system, which will provide electronic establishment and management of client-based substance use treatment vouchers, inclusive of consent of clients served, sharing aggregate and non-clinical client data with the City and other City-funded partners established as Network providers, administration of a City-approved Social Determinants of Health Screening Tool, and attending trainings and implementation meetings to ensure the system meets the needs of the established providers and individuals served.

2. **Term of Agreement.** The term of this Agreement shall start on July 1, 2026 and shall end on June 30, 2027, unless otherwise terminated as provided herein. In the event of a delay in executing this Agreement, it is the intent and explicit agreement of the parties that all terms of this Agreement shall be applicable continuously commencing July 1, 2026, and the parties ratify all actions taken pursuant to this Agreement from July 1, 2026 through to the execution of this Agreement. The parties explicitly agree that the insurance requirements and indemnification, are applicable continuously commencing on July 1, 2026.

If outpatient substance use treatment services for a client are begun prior to June 30, 2026, and outpatient substance use treatment must extend beyond that date, the City shall require the Contractor to: 1) continue to provide to completion any and all treatment begun during the term of this Agreement under a new fiscal year Agreement, if a renewal Agreement has been executed, or 2) work with the City to transition the client to another agency in the event the Contractor's

Agreement is not renewed beyond June 30, 2026. The requirements of this Section shall survive the term or termination of this Agreement.

3. Compensation and Method of Payment.

A. Maximum Compensation. For performing the Services specified in Section 1 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed ONE HUNDRED THOUSAND And 00/100 Dollars ($100,000.00). The City agrees to pay the Contractor for subsidized outpatient substance use treatment service at the rates established for those services, set forth in the City of Albuquerque PATH Treatment Provider - Clinical Services Specifications, which may be amended or updated from time to time. Such rates do not include any applicable gross receipts taxes which may be added and billed by the Contractor during the term of the Agreement. Such payments to the Contractor shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. Method of Payment. In order to receive payment, the Contractor must first submit an invoice to the City of Albuquerque. The first Service Period will be from July 1, 2026, through July 11, 2026 and subsequent Service Periods will be for a two (2) week period (Sunday through Saturday), with exceptions noted on Exhibit A, Attachment 2, PATH Substance Use Treatment Provider Network - FY-27 Service Invoicing Schedule, which is attached hereto and incorporated herein.

i. The Contractor will be required to submit a Request for Reimbursement every two (2) weeks in accordance with the PATH Substance Use Treatment Provider Network - FY27 Service Invoicing Schedule. The Contractor will be required to enter all the information as indicated on the City Approved Request for Reimbursement form.

ii. The Contractor must enter the Services during the correct time period in order to be paid. Pre-billing and back-billing are not allowed. Services must have occurred between the start and end of the current Service Period to be paid. Services provided prior to the Service Period cannot be entered and will not be paid.

iii. Payment is conditional on availability of funding. As Services are submitted, the amount of available funding is reduced. If Services are not accepted by the City, payment will not be made.

iv. Payments shall be made to the Contractor no more often than every two (2) weeks, but no less frequently than monthly, upon receipt by the City of properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

v. It is the responsibility of the Contractor to ensure that all required information is included on the Request for Reimbursement form, and also that the Request for Reimbursement is submitted on time. The Contractor is to submit their approved

Request for Reimbursement electronically to the assigned Program Specialist, and copy the Community Outreach Coordinator and Division Manager. The City will then follow its internal process to complete payment. The City deposits the invoiced amounts directly into the Contractor's bank account for entities who have selected this designation.

vi. The City will conduct a minimum of one (1) billing review per fiscal year.

vii. All undocumented/incorrectly documented, but paid services, must be reimbursed to the City. All back-billed services will be considered "undocumented" services and must be reimbursed to the City.

C. Appropriations Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council 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. Responsibility to Monitor Contract. The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

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

5. Personnel.

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

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

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

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

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

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

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

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

$1,000,000.00 Per Occurrence

$2,000,000.00 Policy Aggregate

$1,000,000.00 Products Liability/Completed Operations

$1,000,000.00 Personal and Advertising Injury

$5,000.00 Medical Payments

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

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

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

D. Sexual Abuse Molestation Coverage: N/A

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

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

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

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

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

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

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

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

15. **Open Meetings Requirements.** Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected 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). The Contractor understands that records related to this Agreement, created by either party, are public records as defined in the Inspection of Public Records Act. The Contractor further understands that the Contractor may, either through the City or directly, receive requests for inspection of public records and is required by law to respond. The Contractor must identify a records custodian and shall cooperate with the City in locating records responsive to any inspection of public records request received by the City. Upon request, or as otherwise provided in this Agreement, the Contractor shall provide all requested records in possession of the Contractor, and any of its sub-contractors, within 10 business days of any request by the City for such records. If additional time is required, a Contractor may send a written request to the City noting any objections to the production. Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

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

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

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

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

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

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

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

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

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

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

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

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

29. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from

delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

CONTRACTOR:

Company: ENGENDER INC

Approved By: Signed by: Deborah Patrick DB0E7E822EB042C... Date: 7/10/2026 | 5:31 PM MDT

Name: Deborah Patrick Title: Chief Executive Officer

CITY OF ALBUQUERQUE:

Approved By: DocuSigned by: Lauren Keefe 1A21D96D32C74EE... Date: 7/12/2026 | 10:12 AM MDT

Name: Lauren Keefe Title: City Attorney

Initial LMS

Approved By: DocuSigned by: Gilbert Ramirez F9705DFAA0D2484... Date: 7/10/2026 | 6:33 PM MDT

Name: Gilbert Ramirez Title: Director

Initial KH

Approved By: Signed by: Kathleen Oney 201D07488BFB4B1... Date: 7/13/2026 | 8:41 AM MDT

Name: Kathleen Oney Title: Chief Procurement Officer

Contract ID:

Exhibit A

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

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

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

Process Description

I. Issuance and authorization of treatment vouchers

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

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

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

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

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

D. Legal: Address most serious current charges and clarify circumstances. For example, if there is a DV charge, describe the circumstances.

E. Drugs and Alcohol: Summarize the client's patterns of drug/alcohol use over time, including how and why the problems began. Describe any triggers to use, and client's readiness for treatment. If prior treatment, describe the client's experience and their level of success, including when they were in treatment and what type of treatment. Include information about why the client began using substances again.

F. Family/Social: Describe the family background and how this has impacted the client's development of strengths or limitations. Include the quality of familial and social relationships and the potential impact of those relationships on treatment. List any persons available to participate in and who is in support of the client's treatment. Provide any details about any reported use or neglect disclosed by the client. Describe any areas of their life where they do not feel safe.

G. Mental Health: Summarize the information from the section and address the client's overall mental health issues. Include how the client has the client dealt with depression, anxiety or anger in the past. If PTSD is an issue, describe how that developed. Include any problems in this domain that may impact treatment. Discuss any details about lifetime of trauma and use. If any Suicidal or homicidal ideations, explain. Discuss client's prior mental health treatment experience. If currently or historically using psychotropic medication, discuss effectiveness.

H. Summary and Diagnosis: Summarize how and why the client was referred and their current living situation. Summarize the above domains and any case management needs that were identified. Reference the information and facts gathered and assess why the client is seeking treatment. Assess their motivation for treatment. This includes an assessment of the predominant treatment needs and your evaluation of client's current biopsychosocial health. End with a substance use diagnosis and justification for an approved level of care and any other recommendations that you might have.

I. Level of Care: Justification for an approved level of care will be detailed in the summary and disposition. To establish a treatment voucher, the agency must report to the City, the following: Client initials, level of treatment indicated by assessment, date of assessment, agency name, and confirmation that the client meets the eligibility criteria. A treatment voucher, with an active life of one-year (365 days) will be approved by the City and is available for invoicing in accordance with this Agreement.

II. Submission of charges for payment against treatment vouchers

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

Because the PATH Substance Use Treatment Provider Network operates with limited money, in order to reduce the impact of funding shortfalls on providers. The City may allocate subsidies on a quarterly basis during the fiscal year (July 1, 2026 to June 30, 2027), one-fourth being made available July 1st, one-fourth added on October 1st, and so on. If the quarterly allotment is exhausted prior to the end of the quarter, service subsidies will stop until the new quarter begins and/or a new allotment is added. At that point, services rendered after the beginning of the new quarter can be entered and subsidized**.** Services that the City does not accept at the end of any quarter will not be subsidized. This approach to fund allocation may produce a brief period of non-payment at the end of each quarter, but it will guarantee that funding is available in all four quarters, and that there is no long, disruptive interruption of subsidies in the last months of the fiscal year.

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

III. Vouchers/Voucher Modifications/Voucher Closures

Vouchers

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

Voucher Modifications

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

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

1) Additional Funds: A standard $3000.00 may be added to the existing voucher if the client is actively participating in treatment and requires additional funding to complete treatment; there is more than a month left in the timeframe of the voucher; or the balance remaining in the voucher is as follows: Level .5 has a balance of $600.00, Level I has a balance of $1000.00, and Level II.1 has a balance of $1200.00.

2) Time Extension: A standard six (6) month extension may be added to the existing voucher when there is one month or less left on the voucher, the client continues to demonstrate a need for treatment, and there are voucher funds remaining.

3) Level of Treatment Change: A client's level of treatment may need to be changed if the client initially received a Level I voucher valued at $5,200 and is assessed to more intensive Level II.1 services valued at $6,800. If a treatment provider requests an upgrade to a client's Level of Service, and the request is approved by the City, the

provider **must** increase the amount of services provided to the client to remain compliant with the Service Mix detailed in the *Minimum Standards*.

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

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

Voucher Closure

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

A. A change in the client's residency. If the client moves outside of the of Albuquerque area.

B. If the client passes away.

C. A change to the treatment provider system by the City of Albuquerque.

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

IV. Client Progress Update/Discharge Report

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

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

1. The Client Progress Update/Discharge Report will be provided by the City report and must be maintained in the Client record.

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

CITY OF ALBUQUERQUE

Income Limit Reference

United States Department of Housing and Urban Development

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

2026 HOME INCOME LIMITS (effective June 1, 2026)

% of AREA MEDIAN INCOME	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% of AMI	$21,100	$24,100	$27,100	$30,100	$32,550	$34,950	$37,350	$39,750
50% of AMI	$35,150	$40,200	$45,200	$50,200	$54,250	$58,250	$62,250	$66,300
60% of AMI	$42,180	$48,240	$54,240	$60,240	$65,100	$69,900	$74,700	$79,560
80% of AMI	$56,250	$64,250	$72,300	$80,300	$86,750	$93,150	$99,600	$106,000
Area Median Income	$70,300	$80,400	$90,400	$100,400	$108,500	$116,500	$124,500	$132,600

PATH Substance Use Treatment Provider Network

FY27 Service Invoicing Schedule

QUARTER 1 Service Period	QUARTER 1 Invoice Submission Due Date
July 1 – 11, 2026	**July 17, 2026**
July 12 – 25, 2026	July 31, 2026
July 26 – August 8, 2026	August 14, 2026
August 9 – 22, 2026	August 28, 2026
August 23 – September 5, 2026	September 11, 2026
September 6 – 19, 2026	September 25, 2026
September 20 – October 3, 2026	October 9, 2026
QUARTER 2 **Service Period**	**QUARTER 2** **Invoice Submission Due Date**
October 4 – October 17, 2026	October 23, 2026
October 18 – October 31, 2026	November 6, 2026
November 1 – November 14, 2026	November 20, 2026
November 15 – 28, 2026	December 4, 2026
November 29 – December 12, 2026	December 18, 2026
December 13 – 26, 2026	January 1, 2027
December 27, 2025 – January 9, 2027	January 15, 2027
QUARTER 3 **Service Period**	**QUARTER 3** **Invoice Submission Due Date**
January 10 – 23, 2027	January 29, 2027
January 24 – February 6, 2027	February 12, 2027
February 7 – 20, 2027	February 26, 2027
February 21 – March 6, 2027	March 12, 2027
March 7 – 20, 2027	March 26, 2027
March 21 – April 3, 2027	April 9, 2027
QUARTER 4 **Service Period**	**QUARTER 4** **Invoice Submission Due Date**
April 4 – April 17, 2027	April 23, 2027
April 18 – May 1, 2027	May 7, 2027
May 2 – May 15, 2027	May 21, 2027
May 16 – 29, 2027	June 4, 2027
May 30 – June 12, 2027	June 18, 2027
June 13– 30, 2027	**July 9, 2027**

FY27 City of Albuquerque PATH Treatment Provider - Clinical Services Specifications

Voucher Type (ASAM Level)	Voucher Value	Permitted Services
Early Intervention (0.5)	**$1,500.00**	Education Group Crisis Intervention Case Management Individual Counseling Family Counseling w/o Client Family Counseling w/ Client Group Counseling Alternative Healing Group Alternative Healing Individual Communication Services Peer Support Computer Usage Bus Pass
Outpatient (Level I) *Or*	**$5,200.00**	*Level I & Level II.I: Same as Early Intervention services plus:* • Psychiatric Evaluation **(max 16 units per voucher)** • Mental Health Evaluation (**max 4 units per voucher)**
Outpatient w/ Intensive Services (Level II.I)	**$6,800.00**	
NOTE: All vouchers are valid for 365 days from the date of assessment.		

FEE SCHEDULE*

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

FY-27 City of Albuquerque PATH Treatment Provider - Clinical Services Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FY-2027 PATH RENEWAL APPLICATION

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

Type of Application: ☒ **Adult** ☐ **Adolescent**

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

1. Agency Information

Agency Name: Engender, Inc. Number of Years Established as an Agency: 21 Authorized Official: Deborah Patrick Address: 4801 Lang Ave NE, Suite 110, Albuquerque, NM 87109

Agency Telephone Number: 505-242-4400	E-Mail Address: EngenderWellness@aol.com
Billing Contact: Deborah Patrick	Billing Contact Telephone Number: 505-948-4144
Website Address: EngenderWellness.com	Agency Fax Number: 505-242-4595

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

☒ English ☒Spanish ☐ASL ☐Other languages: Click or tap here to enter text.

3. Is your agency authorized to accept Medicaid? Yes

4. Describe your processes to ensure eligible clients are enrolled in Medicaid in order to maximize access to services. Each new client, applying for services with Engender, Inc. is both asked what type of insurance they have and in addition, checked within the Medicaid and Commercial Insurance Portals, prior to establishing treatment. Medicaid and Commercial Insurance re-checks are routinely completed at the first of each month and more often, as needed.

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

Day of Week	Hours of Operation		Hours Clients Admitted	
	AM	PM	AM	PM
Monday	9:00	8:00	8:00	7:00
Tuesday	9:00	8:00	8:00	7:00
Wednesday	9:00	8:00	8:00	7:00
Thursday	9:00	8:00	8:00	7:00
Friday	9:00	8:00	8:00	7:00
Saturday	9:00	6:00	8:00	5:00
Sunday	By Appointment	By Appointment	By Appointment	By Appointment

6. Substance Use Treatment Program

a. Since your last application, has there been any changes to your Substance Use Treatment program? If yes, explain. **If no changes, enter N/A.**
N/A

b. Since your last application, has there been any changes to the substances you treat. If yes, explain. **If no changes, enter N/A**.
N/A

c. Since your last application, has there been any changes to Recovery Support Services, either provided at or through an MOU with your agency? If yes, explain. **If no changes, enter N/A**.
N/A

7. Clinical Staffing

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

Name	Licensure Level	Years of Experience at this Level
Tova Fox	LPCC/LADAC	21
Nicole Love	LCSW/LADAC	3

b. Since your last application, has there been any updates to your clinical supervision process? If yes, explain. **If no changes, enter N/A.**
N/A

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

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Tova Fox	Clinical Director	LPCC LADAC	21 20	Motivational Interviewing (MI), MIA: Supervisory Tools, Community Reinforcement & Family Therapy (CRAFT), Community Reinforcement Approach (CRA), Methamphetamine Training (MATRIX), Using the ASAM PPC Basic & Advanced,	Certified Gestalt Therapist (Gestalt Institute of Toronto, 2002) ,EMDR Therapy + Refresher Trainings in EMDR Therapy, Clinical Supervision, Ethical Supervision, Mindfulness-Based Stress Reduction (MBSR), Accelerated Experiential Dynamic

				Overview of Deployment Related Substance Use Problems, Trauma Compulsivity, and Addiction (Peter Levine, Phd), In the Realm of Hungry Ghosts: Close Encounters with Addiction (Gabor Maté, MD), Sandtray, Clinical Supervision, Advanced Mindfulness, Accelerated Experiential Dynamic Psychotherapy (AEDP), Cultural Awareness & Substance Use, MI: Foundations for Change, Shadow Work & Addictions	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 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, CEU Approved Provider (NM Counseling Board), MI Advanced Leadership Training of Trainers (CASAA), DV Certification Training, Advanced Topics in Clinical Supervision, Tele-Supervision, Effective and Ethical

					Supervision, Approved Interdisciplinary Social Work Supervisor (SW Board), Approved Clinical Supervisor (NM Counseling Board), Trauma-Informed Approach to Clinical Supervision, Trauma-Informed Care, Supervising Via Distance Technology
Shari Spies	Clinical Psychologist	PsyD	25	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, Somatoform Disorders, Cultural Competence in Counseling American Indians, Addressing Race and Privilege, Sandtray, Risk Assessment & MSE, Clinical Supervision, CBT, DBT, Healing Grief for Adolescents, Trauma, Neuroscience & Attachment Certificate in Facilitation Training, Certificate in Mediation & Dispute Resolution, Health Psychology, Telehealth for MH Professionals, Trauma Treatment Certification, SI/HI Risk Assessment,

					Eating Disorders: (Assessment, Diagnosis & Treatment)
Jill Cornell	Clinical Mental Health Counselor	LPCC	28	MI, CRA, MATRIX, Psychoactive Substances: Trends in Drug Abuse, Risk Factors & Safety Planning, Cultural Awareness & Substance Use, Shadow Work & Addictions	MI Certification, Working with Problem Gamblers, Trauma-Informed Care, CPR/First Aid, State Certification in Working with Sex Offenders, De-escalation & Active Listening Skills
Cindy Wenzl	Clinical Mental Health Counselor	LPCC	1	Substance Use Program (UNM), Addiction Counseling: Theory & Practice, Cultural Awareness & Substance Use	Social & Behavioral Research (UNM), Good Clinical Practice, Conflict Resolution, HIPAA, CPR/First Aid, DBT EMDR Therapy, Brainspotting
James Saylor	Licensed Master Social Worker	LMSW	6	Substance Use Program (UNM), Meth Epidemic, Cannabis Use Issues, Risk Factors & Safety Planning, Cultural Awareness & Substance Use, Shadow Work & Addictions	Mindfulness-Based Stress Reduction (MBSR), CPR/First Aid, De-escalation & Active Listening Skills, DBT, EMDR Therapy
Jennifer Hall	Licensed Mental Health Counselor/Licensed Substance Abuse Associate	LMHC LSAA	3	Treating Native American Substance & Alcohol Abuse, Cultural Awareness & Substance Use, Shadow Work & Addictions	CPR/First Aid, Ethics, Grief Treatment Certification, Trauma-Informed Care, Accelerated Experiential Dynamic Psychotherapy (AEDP), De-escalation & Active,

					Listening Skills (APD), Equine Assisted Psychotherapy (EAGALA)
Nicole Love	Licensed Clinical Social Worker/Licensed Alcohol & Drug Abuse Counselor	LCSW LADAC	1 2	Psychedelics in Modern Healing, Cultural Awareness & Substance Use, Substance Abuse Treatment for Persons with Co-Occurring Disorders, Ethics for Addiction Professionals, Advanced Ethics for Addiction Professionals, Addiction Counseling & Theory, Ethical & Professional Issues in Addiction Counseling, Neuroplasticity: The Yin & Yang of Addiction Recovery	Attachment & Healing, Trauma Healing, EMDR Therapy, EMDR Therapy for Couples, CBT, Depression Treatment, De-escalation & Active Listening Skills (APD), CPR/First Aid, AEDP Therapy, Shadow Work Practitioner, Emotion Focused Therapy (EFT), Certified Sexologist
Irene Medina-Funes	Licensed Mental Health Counselor	LMHC	2	Dependency and Addictions, Shadow Work & Addictions	CPR/First Aid, De-escalation & Active Listening Skills (APD)
Amanda Youngblood	Licensed Mental Health Counselor	LMHC	2	Shadow Work & Addictions	CPR/First Aid, Interpersonal Neurobiology & Polyvagal Theory, Ethics for Telemental Health, EMDR Therapy
Darlene Lindsey	Licensed Mental Health Counselor/License	LMHC LSAA	0 1	Shadow Work & Addictions	CPR/First Aid, Rape Crisis Hotline Advocate, EMDR Therapy

	d Substance Abuse Associate				
Storri Lucerne	Licensed Masters Social Worker	LMSW	1	UNM Medical Cannabis Research Foundation (Research Assistant), Shadow Work & Addictions	CPR/First Aid, Trauma Treatment Certification

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

Staff	Title	Licensure	Years At This Licensure Level	Substance Use Training	Other Certifications
Cora Clark	Master Social Work Intern	N/A	N/A	Shadow Work & Addictions	CPR/First Aid
Wesley Bennett	Master Social Work Intern	N/A	N/A	Shadow Work & Addictions	CPR/First Aid

8. Populations Served

a. Since your last application, has there been any changes to the populations your agency prefers to work with and is staffed and specifically trained to treat? If yes, explain. **If no changes, enter N/A.**
N/A

b. Since your last application, has there been any changes to the specific any populations that your agency prefers not to work with or is not staffed/trained to treat? If yes, explain. **If no changes, enter N/A.**
N/A

c. Since your last application, has there been any changes to how your agency provides specific treatment for any special populations and any additional training your staff has received to work with this specific population? If yes, explain. **If no changes, enter N/A.**
N/A

d. For Applications to serve an adolescent population only: What qualifies your agency to provide treatment to adolescents? If yes, explain. **If no changes, enter N/A.**
N/A

9. Case Management

a. Since your last application, has there been any changes to how your agency determines a client needs Case Management Services? If yes, explain. **If no changes, enter N/A.**
N/A

b. Since your last application, has there been any changes to case management services that are provided on site, including frequency of engagement and client ratio? If yes, explain. **If no changes, enter N/A.**
N/A

c. Since your last application, has there been any changes to how your case managers assist clients in accessing services? If yes, explain. **If no changes, enter N/A.**
N/A

10. Mental Health Services

a. Does your agency provide mental health services with licensed and qualified mental health practitioners?
☒Yes ☐No **If Yes**, please complete 10b & 10c. **If No**, proceed to 11.

b. Please check all mental health services that your agency provides to clients.
☒Mental Health Assessment/Diagnosis. ☒Mental Health Therapy (Not SU Tx.)
☒Psychotropic Medication Evaluation ☒Psychological Testing Services

c. Since your last application, has there been any changes to how these mental health services are provided? If yes, explain. **If no changes, enter N/A.**
N/A

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

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

12. Vouchered Services

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

13. Discharge Planning and Aftercare

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

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

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):

   X Adult
   ☐ Adolescent

2. **Identify Level of Treatment**
   (check ONE only – use a separate Appendix A for each level applying for):

   ☐ Level .5
   X Level I
   ☐ Level II.I

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

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

5. **FOR ADOLESCENT APPLICATIONS ONLY: How does your treatment methodology differ between your adolescent and adult substance use treatment programs, for the specific level of care addressed on this Appendix? If no changes, enter N/A**
   Not Applicable

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.

6. **Type of Application**
   (check ONE only – use another Appendix A if applying for both):

   X Adult
   ☐ Adolescent

7. **Identify Level of Treatment**
   (check ONE only – use a separate Appendix A for each level applying for):

   ☐ Level .5
   ☐ Level I
   X Level II.I

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

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

10. **FOR ADOLESCENT APPLICATIONS ONLY: How does your treatment methodology differ between your adolescent and adult substance use treatment programs, for the specific level of care addressed on this Appendix? If no changes, enter N/A**
    Not Applicable

Exhibit C

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "**BAA**") to the underlying agreement (the "**Underlying Agreement**") between the **ENGENDER**, located at **4801 Lang Ave NE, Suite 110, Albuquerque, NM 87109**, listed on the signature page ("Contractor"), and the City of Albuquerque ("**City**"), located at 1 Civic Plaza NW, Albuquerque, NM 87102 is effective as of the effective date of the Underlying Agreement (the "**Effective Date**"). This BAA supplements and is made a part of any agreements between the City and Contractor involving the use or disclosure of Protected Health Information ("**PHI**").

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

WITNESSETH:

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. PERMITTED USES AND DISCLOSURES BY CE.

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

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

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

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

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

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

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

5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.

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

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

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

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

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

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

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

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

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

Certificate Of Completion

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Department:
Health Housing and Homelessness
Division: Behavioral Health & Wellness
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One Civic Plaza NWNM Adm C/C Rm 7057
Albuquerque, NM 87102
ecolmenares@cabq.gov
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Signer Events	Signature	Timestamp
Jennifer Hogans jhogans@cabq.gov Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.206.237.4	Sent: 7/10/2026 2:31:11 PM Viewed: 7/10/2026 2:56:34 PM Signed: 7/10/2026 2:56:42 PM
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Lisa Schatz-Vance lSchatzvance@cabq.gov Assistant City Atty Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 198.206.237.4	Sent: 7/10/2026 2:56:44 PM Viewed: 7/10/2026 3:22:37 PM Signed: 7/10/2026 3:22:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Deborah Patrick deborahlpatrick@aol.com Chief Executive Officer Engender, Inc. Security Level: Email, Account Authentication (None)	Signed by:  DB0E7E822EB042C... Signature Adoption: Pre-selected Style Using IP Address: 2603:8002:b7f0:b260:71bf:ca61:5572:dd9	Sent: 7/10/2026 3:22:58 PM Viewed: 7/10/2026 5:30:53 PM Signed: 7/10/2026 5:31:47 PM
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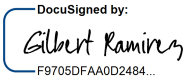
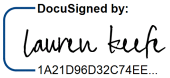
Signer Events	Signature	Timestamp
Gilbert Ramirez gramirez@cabq.gov Director City of Albuquerque Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/14/2020 10:23:16 AM ID: 315140ea-af1e-4c9a-802f-9e8dd584ba2b	DocuSigned by:  F9705DFAA0D2484... Signature Adoption: Pre-selected Style Using IP Address: 174.238.224.47 Signed using mobile	Sent: 7/10/2026 5:31:49 PM Viewed: 7/10/2026 6:32:14 PM Signed: 7/10/2026 6:33:19 PM
Lauren Keefe lkeefe@cabq.gov City Attorney City of Albuquerque Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/9/2022 2:39:35 PM ID: d6d3891b-7807-4666-a391-d8ee02f39778	DocuSigned by:  1A21D96D32C74EE... Signature Adoption: Pre-selected Style Using IP Address: 143.120.114.89	Sent: 7/10/2026 6:33:22 PM Viewed: 7/12/2026 10:12:33 AM Signed: 7/12/2026 10:12:52 AM
Kathleen Oney koney@cabq.gov Chief Procurement Officer City of Albuquerque Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  201D07488BFB4B1... Signature Adoption: Pre-selected Style Using IP Address: 198.206.237.4	Sent: 7/12/2026 10:12:54 AM Viewed: 7/13/2026 8:41:03 AM Signed: 7/13/2026 8:41:34 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Reina Martinez rlmartinez@cabq.gov Community Services Division Manager City of Albuquerque Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 143.120.112.146	Sent: 7/10/2026 1:33:59 PM Viewed: 7/10/2026 1:51:00 PM Completed: 7/10/2026 2:31:10 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tasia Butler TasiaButler@cabq.gov Accounting Assistant City of Albuquerque Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/13/2026 8:41:36 AM Viewed: 7/13/2026 8:42:54 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2026 1:33:59 PM
Envelope Updated	Security Checked	7/10/2026 2:31:10 PM
Envelope Updated	Security Checked	7/10/2026 2:31:10 PM
Envelope Updated	Security Checked	7/10/2026 2:31:10 PM
Envelope Updated	Security Checked	7/10/2026 2:31:10 PM
Envelope Updated	Security Checked	7/10/2026 2:31:10 PM
Certified Delivered	Security Checked	7/13/2026 8:41:03 AM
Signing Complete	Security Checked	7/13/2026 8:41:34 AM
Completed	Security Checked	7/13/2026 8:41:36 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ramonam@cabq.gov

To advise City of Albuquerque of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ramonam@cabq.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to ramonam@cabq.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

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- Until or unless I notify City of Albuquerque as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Albuquerque during the course of my relationship with you.

Request for Approval of Purchase of Professional Technical Services 07/13/2026

The Health Housing and Homelessness Department wishes to enter into a professional technical agreement with ENGENDER INC. The amount of the agreement is **$350,000.00.**

Contract Summary: Provide substance use treatment as part of the Providing Addiction Treatment and Healing (PATH) Substance Use Treatment Provider Network to residents who are not enrolled in Medicaid, who do not receive full Medicaid funding, or need financial support for substance use treatment services. The procurement of these services qualifies for exemption under the City of Albuquerque Code or Ordinance 5-5-20(S).

This amendment will increase the contract amount by $250,000 for the total amount of $350,000.

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

Department Director: Date:
CPO: Date:
CAO: Date:

Request for Approval of Purchase of Professional Technical Services 06/09/2026

The Health Housing and Homelessness Department wishes to enter into a professional technical agreement with ENGENDER INC. The amount of the agreement is **$100,000.00.**

Contract Summary: Provide substance use treatment as part of the Providing Addiction Treatment and Healing (PATH) Substance Use Treatment Provider Network to residents who are not enrolled in Medicaid, who do not receive full Medicaid funding, or need financial support for substance use treatment services.

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

Department Director: *Gilbert Ramirez* **Date:** *6/10/2026 12:26:37 PM*
CPO: *Kathleen Oney* **Date:** *6/11/2026 8:35:52 AM*
CAO: *Samantha Sengel* **Date:** *6/30/2026 3:10:20 PM*