

LEGAL NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gallup City Council will conduct a Special Meeting on Monday, April 4, 2016 at 11:30 A.M. in the City Council Chambers at Gallup City Hall; 110 West Aztec Avenue. The purpose of the meeting is to take action on the Construction Contract Award for the Ford Canyon Senior Center Improvements Project and the Behavioral Health Investment Zone Funding Agreement. Copies of the Agenda are available at the City Clerk's Office seventy-two (72) hours prior to the meetings.

CITY OF GALLUP, NEW MEXICO

By: /s/ Alfred Abeita II, City Clerk

AGENDA

GALLUP CITY COUNCIL SPECIAL MEETING TUESDAY, APRIL 4, 2016; 11:30 A.M. CITY COUNCIL CHAMBERS

Jackie McKinney, Mayor

Linda Garcia
Councilor, District #1

Allan Landavazo
Councilor, District #2

Yogash Kumar
Councilor, District #3

Fran Palochak
Councilor, District #4

Maryann Ustick, City Manager
George Kozeliski, City Attorney

A. Pledge of Allegiance

B. Roll Call

C. Discussion/Action Topics

1. Construction Contract Award for Ford Canyon Senior Center Improvements Project – Stan Henderson, Public Works Director
2. Approval of Behavioral Health Investment Zone Funding Agreement – Maryann Ustick, City Manager

D. Motion to Adjourn

Auxiliary aides for the disabled are available upon request. Please contact Alfred Abeita, City Clerk, at 863-1254 at least one (1) week prior to the meeting or as soon as possible in advance of the meeting to make any necessary arrangements.

Pursuant to the "Open Meetings Act", NMSA 1978, Section 10-15-1 through 10-15-4 of the State of New Mexico, this Agenda was posted at a place freely accessible to the public 72 hours in advance of the scheduled meeting.

Discussion/Action Topic 1

Construction Contract Award for Ford Canyon
Senior Center Improvements Project

Stan Henderson, Public Works Director



**SUBJECT: FORD CANYON SENIOR CENTER IMPROVEMENTS PROJECT;
CONSTRUCTION CONTRACT AWARD FOR**
DEPT. OF ORIGIN: Public Works/City Engineering
DATE SUBMITTED: 30 March 2016
SUBMITTED BY: Stanley Henderson, Public Works Director

Summary: At Ford Canyon Senior Center, the subject project consists of:

1. Reconstruction of the west side parking lot and associated storm drainage (i.e. Bid Lot #1).
2. Reconstruction of the handicap ramp into the building (i.e. Bid Lot #2).
3. Exterior stucco and roof repairs (i.e. Bid Lot #3)
4. Secondary site drainage improvements (i.e. Alternative #1).

Architect and engineer of record is Wilson and Company of Albuquerque, NM. Construction administration and quality assurance is also Wilson and Company of Albuquerque, NM. Time for completion is 60 days.

City Staff opened construction bids on 16 March 2016. There were two bidders. Albuquerque Asphalt is the apparent low bidder. (See attachment (1).)

Fiscal Impact:

Reviewed By:

Patty Holland
Finance Department

Staff has obtained three legislative grants for a total current project budget of \$307,600.00. (See attachment (2).) However, the total contractor bid is \$410,276.54.

Staff foresaw this possibility. To this end, there are three funding options for the City Council's consideration:

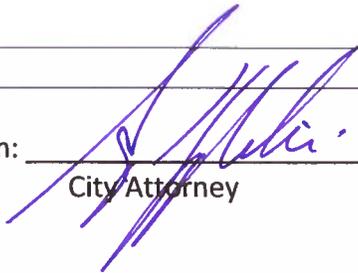
1. Full award including Bid Lots 1 thru 3 AND Alternative #1 is an additional **~\$103,000.00**.
2. Base bid award including a project construction contingency and NO Alternative #1 is an additional **~\$18,000.00**.
3. Base bid award with NO project construction contingency and NO Alternative #1 is an additional **~\$1,100.00**.

Last, the majority of funds expire this 30 June. Accordingly, Staff has requested an expedited award by City Council; hence, this special meeting of the City Council.

Attachments: (1) Bid Tabulation Sheet dtd 16 March 2016.
(2) Project Budget Estimate dtd 30 March 2016.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendations: Staff considers Albuquerque Paving's bid to be a fair and reasonable price. However, in consideration of the project funding shortfall, Staff recommends Option #2 above:

1. Award the base bids in the total amount of \$260,724.59 including NMGR.
2. Do NOT award Alternative #1.
3. Add \$18,000 to the project budget for contingency.

Approved for Submittal By:



Department Director


City Manager

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COUNCIL ACTION TAKEN

Resolution No. _____ Continued To: _____

Ordinance No. _____ Referred To: _____

Approved: _____ Denied _____

Other: _____ File: _____

CITY OF GALLUP
PURCHASING DEPARTMENT -- TABULATION SHEET(S)
BID ON: Ford Canyon Senior Center Improvements

Open Date: March 16, 2016 at 2:00 P.M. (Local)
 BID NO. 1605

| Item No. | Items and Descriptions | Quantity | Albuquerque Asphalt | H.O Construction | | |
|----------|--|----------|-------------------------|-------------------------|---|---|
| 1 | Bid Lot No. 1 NMGRT 8.3125% | | 196,121.81 16,302.63 | 302,706.75 25,162.50 | | |
| | TOTAL BID LOT NO. 1 | | 212,424.44 | 327,869.25 | - | - |
| 2 | Bid Lot No. 2 NMGRT 8.3125% | | 40,164.47 3,338.67 | 32,000.00 2,660.00 | | |
| | TOTAL BID LOT NO. 2 | | 43,503.14 | 34,660.00 | - | - |
| 3 | Bid Lot No. 3 NMGRT 8.3125% | | 4,428.86 368.15 | 2,500.00 207.81 | | |
| | TOTAL BID LOT NO. 3 | | 4,797.01 | 2,707.81 | - | - |
| | Subtotal Bid Lot Nos. 1, 2, 3 Total NMGRT 8.3125% | | 240,715.14 20,009.45 | 337,206.75 28,030.31 | | |
| | TOTAL BID LOTS NOS. 1, 2, 3 | | 260,724.59 | 365,237.06 | - | - |
| | Alternate No. 1 NMGRT 8.3125% | | 77,898.23 6,475.29 | 86,866.25 7,220.76 | | |
| | TOTAL ALTERNATE NO. 1 | | 84,373.52 | 94,087.01 | - | - |
| | Acknowledgement of Amendments | | Yes | Yes | | |
| | NM Resident/Veterans Certificate | | Yes (Veterans) | Yes | | |
| | Bid Bond | | Yes | Yes | | |
| | Subcontractor Listing | | Yes | Yes | | |

FORD CANYON SENIOR CENTER IMPROVEMENTS
Project Budget Estimate

| Line Item Description | Weight | Estimated Amounts | SubTotals | Comments |
|---|------------------------------|-------------------|------------------------|--|
| PROJECT REVENUE | | | \$ 307,600.00 | |
| City General Funds | | | | |
| City Special/Bond Funds | | | | |
| City Enterprise/Bond Funds | | | | |
| 3rd Party/Outside Funding | | | | |
| 2012 Legislature 12-1143 | | \$ 189,100.00 | | |
| 2013 Legislature 13-1177 | | \$ 78,500.00 | | |
| 2014 Legislature 14-1168 | | \$ 40,000.00 | | |
| <hr/> | | | | |
| PROJECT EXPENDITURES | | | | |
| Project Planning | 0.0000% | | \$ - | |
| Feasibility Study | | | | |
| Property Acquisition | | | | |
| NM Gross Receipt Tax | 8.3125% | | | |
| Project Development | 13.8869% | | \$ 47,923.53 | |
| Independent Cost Estimate | | | | |
| A/E Design: | | | | |
| 1 = Parking Lot Reconstruction n Drainage | | \$ 34,130.00 | | Ref WCO's e-mail 08/06/15 11:38. |
| 2 = Reconstruction Of Handicapped Ramp | | \$ 6,186.00 | | Ref WCO's e-mail 08/06/15 11:38. |
| 3 = Stucco Cracking n Roof Repairs | | \$ 4,394.00 | | Ref WCO's e-mail 08/06/15 11:38. |
| A/E Changes | | | | |
| Project Certifications | | | | |
| Special Reports | | | | |
| Material Submittal Review | | | | |
| NM Gross Receipt Tax | 7.1875% | \$ 3,213.53 | | |
| Project Delivery | 0.0000% | | \$ - | Inci in "Prj Dvlpmnt" proposal above. |
| Independent Cost Estimate | | | | |
| Contract/Grant Administration | | | | |
| Bid Assistance | | | | |
| Quality Assurance | | | | |
| Material Testing | | | | |
| NM Gross Receipt Tax | 8.3125% | \$ - | | |
| Construction | 100.0000% | | \$ 345,098.11 | \$318,613.37 |
| Base Bid | | | | A/E Construction Estimate \$ 242,296.32 |
| = Bid Lot #1 | | \$ 196,121.81 | | \$ 192,638.57 |
| = Bid Lot #2 | | \$ 40,164.47 | | \$ 149,771.00 |
| = Bid Lot #3 | | \$ 4,428.86 | | \$ 32,867.57 |
| = Bid Lot #3 | | \$ 4,428.86 | | \$ 10,000.00 |
| Bid Additives | | | | |
| = Alternative #1 | | \$ 77,898.23 | | \$ 49,657.75 |
| = Alternative #1 | | \$ 77,898.23 | | \$ 49,657.75 |
| NM Gross Receipt Tax | 8.3125% | \$ 26,484.74 | | |
| Construction Changes | 0.0000% | | \$ - | |
| 1 | | | | |
| 2 | | | | |
| NM Gross Receipt Tax | | | | |
| Incidental Project Costs | 5.0000% | \$ 17,254.91 | \$ 17,254.91 | |
| Total Estimated Costs | | | \$ 410,276.54 | |
| PROJECT BALANCE | | | \$ (102,676.54) | |
| | | | \$ 77,898.23 | No Alternative #1 |
| | | | \$ 6,475.29 | No Alternative #1 NMGRT |
| 123 | Soft Number (Estimate) | | \$ (18,303.02) | |
| 123 | Hard Number (PO or Contract) | | \$ 17,254.91 | No Incidental Project Costs |
| | | | \$ (1,048.12) | |

Discussion/Action Topic 2

Approval of Behavioral Health Investment Zone
Funding Agreement

Maryann Ustick, City Manager



**CITY OF
GALLUP**

COUNCIL STAFF SUMMARY FORM

MEETING DATE: April 4, 2016

SUBJECT: Behavioral Health Investment Zone Funding Agreement
DEPT. OF ORIGIN: City Manager's Office
DATE SUBMITTED: March 31, 2016
SUBMITTED BY: Maryann Ustick

Summary: The City, in partnership with the County, NCI, RMCH, NWNMCOG and Behavioral Health Service Providers applied for State Behavioral Health Investment Zone designation and annual funding in the amount of \$500,000. This funding will support the creation and operation of a Behavioral Health Collaborative and continuum of care in addition to providing funding for Detox Center services. In order to receive this funding, the City, as the fiscal agent for the Behavioral Health Investment Zone funding, must approve the attached agreement.

Fiscal Impact:

No Fiscal Impact

Reviewed By: _____

Patty Holland
Finance Department

Attachments: Provider Agreement Behavioral Health Services Division (BHSD) Non-Medical Services, Behavioral Health Investment Zone Letter of Award

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Approve Agreement

Approved for Submittal By:

Department Director

Maryann Ustick
City Manager

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| | |
|----------------------|---------------------|
| Resolution No. _____ | Continued To: _____ |
| Ordinance No. _____ | Referred To: _____ |
| Approved: _____ | Denied: _____ |
| Other: _____ | File: _____ |



**PROVIDER AGREEMENT
BHSD NON-MEDICAID SERVICES**

City of Gallup

THIS BHSD PROVIDER AGREEMENT BHSD NON-MEDICAID SERVICES (this "Agreement") is entered into by and between United Behavioral Health, Inc. operating as OptumHealth New Mexico (OHNM) and City of Gallup ("Provider"). THE PARTIES MUTUALLY AGREE:

ARTICLE 1
SCOPE OF WORK; ENTIRE AGREEMENT

The Provider shall deliver the behavioral health billed programs and perform the services described herein and/or the Scope of Work attached. If the Provider is delivering more than one behavioral health program, there will be a Scope of Work attachment for each program that is permitted to bill OHNM by invoice. This Agreement and any attached Scopes of Work, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. If the Provider is also submitting Medicaid claims in addition to the billing under this Agreement, this Agreement does not modify or alter the Medicaid contract entered into between the Provider and United Behavioral Health.

ARTICLE 2
PROVIDER REQUIREMENTS

A. LICENSURE.

1. The Provider agrees to retain professional licensure, accreditation, credentialing and continuing education required to perform the services under the Scope of Work. The Provider agrees to make evidence of licensure or other regulatory requirements for this Agreement readily available to OHNM, if requested in writing.

2. The Provider shall comply with all applicable local, state and federal laws and regulations including but not limited to all professional and health facility licensing and certification requirements and any other applicable legal requirements.

B. CREDENTIALING. Provider shall provide OHNM with credentials, licensure and certifications required in New Mexico to provide specific program services under the Scope of Work. OHNM will verify credentials submitted by Provider and/or will accept Contractor as appropriately credentialed upon written directive from the State of New Mexico that the Contractor has been "Deemed credentialed" to provide specific program services under the Scope of Work. OHNM shall have the right to audit such criteria upon reasonable advance written notice to Provider.

C. BACKGROUND CHECKS. Where applicable, the Provider shall perform criminal history background checks for all required individuals providing services under this contract.



D. **PROGRAM SPECIFIC MANUAL; PROVIDER MANUAL.** Where applicable, the Provider understands that it is legally bound to adhere to all applicable rules, agreements, addendums, policies, Program Specific Manuals or other documentation applicable to each Provider's Scope of Work which are hereby incorporated by reference into this Agreement. Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated in its entirety by this reference into this Agreement and found at <https://www.OHNMnewmexico.com/Provider/OHNMProviderManual.html>

E. **LIABILITY INSURANCE.** The Provider agrees to and shall at all times during the term of this Agreement, obtain, have and keep in force liability insurance, including coverage for general liability with personal injury endorsement, professional malpractice, auto liability (if applicable) and contractual assumption of liability covering liability assumed under this Agreement. Such insurance shall be written by an insurance company licensed to do business in New Mexico and shall cover all liability which might arise under this Agreement including but not limited to the provision of services under this Agreement. The certificate of insurance shall provide OHNM with at least thirty (30) days prior written notice of Provider's insurance cancellation. A copy of the insurance certificate shall be provided to OHNM prior to execution of this Agreement, and/or upon request by OHNM.

F. **CONSUMER HEALTH AND SAFETY.** The Provider shall ensure the health and safety of its consumers and shall cooperate with OHNM to that end. The Provider shall cooperate and take all reasonable steps as requested by OHNM to ensure a smooth transfer of the consumer in the event an immediate transfer, or other transfer is necessary or required to another Provider due to consumer's health or safety being in jeopardy.

G. **INFORMED CONSENT.** The Provider shall provide information to consumers regarding treatment options, including the option of no treatment, in a culturally competent manner and must ensure that individuals with disabilities have effective communications in making decisions regarding treatment options.

H. **CONTINUITY OF CARE; REFERRAL TO OTHER HEALTH PROFESSIONALS.** The Provider shall display the Consumer Rights and Responsibilities poster in their facility or place of business, and have a practice of informing consumers of their rights and responsibilities. Provider shall provide continuity of care and ready referral of consumers to other Providers at times as may be reasonably appropriate, timely and consistent with the standards of care, and have a practice of informing care in the community. If a consumer requires additional services or evaluation, including Emergency Services, Provider agrees to refer consumer to his/her primary care physician or another Provider. A consumer requiring Emergency Services shall also be referred to the "9-1-1" emergency response system.

I. **ACCESS TO CARE.** Provider shall ensure that consumers have timely and reasonable access to services outlined in each Provider's Scope of Work and shall at all times be reasonably available to consumers as reasonably appropriate. If Provider is unavailable when consumers call, instructions must be provided for the consumer referring him/her to another Provider. Provider shall arrange for an answering machine or service that shall provide the office hours and emergency information and be capable of receiving messages twenty-four (24) hours a day, seven (7) days a week.



J. COOPERATION BETWEEN PROVIDERS; OTHER REQUIREMENTS. All Providers, whether a Core Service Agency or not, are expected to cooperate and communicate in a timely and reasonable manner with one another and the consumer or family member's representative Core Service Agency regarding the care of consumers of all ages in determining a consumer's treatment, tradition, discharge, transfer, crisis intervention, and/or the consumer's next appropriate level of care. Failure to comply with the foregoing requirement will be grounds for Provider default.

In order to qualify for an admission for out-of-home placement, the Provider must, (i) obtain or confirm that a Release of Information is in the child's file that has been executed by the child's legal guardian permitting the release of information to all applicable Core Service Agencies, (ii) ensure that the proposed out-of-home placement admission is signed and approved by the applicable Core Service Agencies, and (iii) promptly contact the applicable Core Service Agencies and cooperate with such Core Services Agencies in creating and determining the child's treatment, transition, discharge planning, transfer, and/or the child's next appropriate level of care. Failure to comply with any of the above requirements will be grounds for Provider default.

K. EMPLOYEES AND RESPONSIBILITIES; INDEPENDENT CONTRACTORS. Provider will be responsible for and shall ensure that all of its employees and independent contractors are bound by, and meet the terms and conditions of, this Agreement at the time of providing services. Failure of such employees or independent contractors to meet such terms and conditions, including without limitation, credentialing requirements, will be a breach of this Agreement. All payments obligated by OHNM shall be paid to Provider and Provider will be solely responsible for payments to its employees and independent contractors who may have provided services. Provider agrees to defend, indemnify and hold OHNM harmless for any claims, damages, actions, losses, penalties, fines, or judgments arising from any employee or independent contractor of Provider.

L. MEDICAID; USE OF BHSD FUNDING. BHSD expects the Provider to maximize other available funding whenever possible. Due to the high level of Medicaid eligibility in New Mexico, it is expected that many of the consumers served by the Provider will be Medicaid enrolled or eligible. Therefore, Provider must carefully project the need for funding of clinical services and assure that Medicaid funds are used first and will be maximized for each consumer. Non-Medicaid BHSD funding shall be provided to those consumers (who may or may not be Medicaid eligible consumers) who are eligible to receive such funding for the specific treatment services, requirements and standards BHSD has authorized those funds to be used for as further described in Article 4 Section C and this Agreement. BHSD funding is identified for specific services that are not paid for by Medicaid funding. If the Provider is not a Medicaid provider, Provider must refer Medicaid enrolled consumers to a Medicaid provider when the necessary services are covered by Medicaid.

ARTICLE 3 **COMPENSATION**

For services satisfactorily performed pursuant this Agreement, the Provider shall be paid by OHNM as set detailed in the Scope of Work. The BHSD State Fiscal Year Allocation ("State Allocation") for each Provider's behavioral health program described in the Provider's Scope(s) of Work shall be sent to the Provider under a separate notice. Such State Allocation may be



revised from time to time during the Fiscal Year and is subject to the availability of State and federal funding. The notice letter setting for the Provider's State Allocation is neither a guaranty nor an entitlement to the State Allocation. Billing rates include any New Mexico Gross Receipts taxes and other taxes as applicable. Provider is responsible for the payment of all applicable taxes. Submission of billing by Provider may be made through OHNM's Invoice/Workbook method, voucher billing and/or claims system as detailed in each Scope of Work or Claims contract. All permitted services and rates are subject to change from time to time.

ARTICLE 4 **PAYMENT**

A. PAYMENT. Payment under this Agreement shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Scope(s) of Work and in the manner approved under the Scope(s) of Work. Non-claims payments will be made within thirty (30) days of OHNM's receipt of a complete billing submission. OHNM reserves the right to withhold payment for questionable billings for up to thirty (30) additional days pursuant to investigation of waste, fraud or abuse.

B. DATA SUBMISSION REQUIRED FOR PAYMENT. The Provider's payment for services is conditioned upon its submission of all required data and information. The Provider shall notify OHNM regarding any significant changes in its ability to collect information relative to required data submissions for payment. Failure to comply with any reporting and/or data submission requirement for payment may result in non-payment, delay of payment and/or termination of this Agreement and will be a breach of this Agreement.

C. CLAIMS. If a Provider submits claims for billing under this Agreement, the Provider's State Agency Fee Schedule will set forth the permitted billing codes, including but not limited to, CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier, and Rates under which the Provider may submit claims. When submitting claims, the Provider shall comply with all requirements and obligations in the OHNM claims system, applicable federal and state laws and regulations, and any requirements of the State of New Mexico Behavioral Health Purchasing Collaborative. All services rendered (and any submitted claims related thereto) must comply with all applicable requirements for each respective service provided (and claim submitted), including but not limited to, all service (and claim) requirements and obligations set forth in the respective service's Service Registration, Service Requirements, Program Requirements, Provider Requirements, Staffing Requirements, Documentation Requirements, Treatment Standards, Treatment Units, Treatment Duration, Service Definition/CPT/HCPCS/Revenue Code/applicable modifier and/or any other claim code or modifier requirements (or as defined by Medicaid), as well as any other applicable requirement for such service and claim.

ARTICLE 5 **APPROPRIATIONS**

The performance of this Agreement is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government and provided to OHNM to disburse to the Provider. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount



of funds available for the Provider's State Allocation for reimbursement by OHNM, this Agreement may be terminated or unilaterally amended to revise or eliminate the Scope(s) of Work. Changes to the Provider's State Allocation will be sent to the Provider by a separate written notice letter and effective on the date provided in such notice. Failure of the Provider to receive the written notice of a State Allocation or of a reduced State Allocation shall not be a basis for breach of this Agreement nor shall it be a basis for the Provider advocate that the reduction in its State Allocation is not valid or legally binding upon Provider. Upon receipt of the written notice of the revised State Allocation, the Provider shall have the option to terminate this Agreement upon one hundred twenty (120) days written notice to OHNM after the receipt date. The decision of OHNM as to the amount of State Allocation funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the Provider.

ARTICLE 6
TERM

This Agreement shall commence on March 1, 2016 and continue *monthly thereafter* unless terminated earlier pursuant to the Article 8 of this Agreement.

ARTICLE 7
GRADUATED SANCTIONS

Except to the extent BHSD directs OHNM to terminate the Agreement or the circumstances are such that termination is called for, OHNM will utilize the following graduated sanctions and/or corrective action due to Provider non-compliance in accordance with deliverables defined in the Scope(s) of Work of this Agreement.

| | |
|-----------------|--|
| Consultation | A call is placed to notify the Provider of the alleged action. The Provider will be provided with an explanation of possible sanctions if corrective actions are not taken. The call will be documented to include the date and subject for consultation. A copy of the consultation will be placed in the Provider's file. Appropriate educational materials will be sent to Provider via certified mail. |
| Written Warning | A written notice is sent to the Provider notifying them of the alleged action. Possible sanctions, if corrective actions are not taken, will be explained. A copy of the letter is sent to BHSD and retained in the Provider's file. Appropriate educational materials will be sent to Provider via certified mail. Compliance with corrective actions plans, if any are imposed, will be monitored as necessary. BHSD will be periodically updated regarding Provider's corrective action compliance. |
| Second Warning | A second written notice is sent to the Provider with a copy to BHSD. A copy of the letter is retained in the Provider's file. The Provider will be given written notice via facsimile and certified mail of the issues for which they may be suspended. BHSD will be periodically updated regarding Provider's respond and compliance. |



| | |
|-------------|---|
| Suspension | OHNM may elect to suspend the Provider under this Agreement if the Provider fails to comply or take the corrective action(s) required above. Such notice will be copied to BHSD. A copy of this suspension notice will be retained in the Provider's file. During suspension, OHNM may elect to suspend new referrals, new service and/or redirect all current consumers to other contractors. The Provider will be given written notice via facsimile and certified mail of the issues for which Provider is being suspended. The suspension may last for a period of thirty (30) days. This time period as necessary to gather additional information. Suspension is only used for serious infractions that are probable cause for termination. |
| Termination | The Agreement with Provider may be terminated in accordance with Articles 7 and 8 of this Agreement. |

ARTICLE 8
GROUND FOR TERMINATION

A. GROUND FOR TERMINATION. Notwithstanding Article 7, OHNM or Provider may terminate the whole or any part of this Agreement as follows:

1. OHNM and Contractor may mutually agree to terminate this Agreement.
2. Either OHNM or the Provider may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party, except as may be modified in the Scope of Work.
3. OHNM may terminate this Agreement upon ten (10) days written notice if the Provider fails to comply with any term, condition, requirement or provision of this Agreement, or if Provider is in breach or default of its claims contract with United Behavioral Health, or immediately if the Provider becomes unable to perform the services set forth under this Agreement.
4. If, during the term of this Agreement, the Provider or any of its officers, employees or agents commit fraud, embezzlement or other serious misuse of contract funds, OHNM may terminate this Contract immediately upon written notice to the Provider.
5. OHNM may terminate this Agreement pursuant to the Appropriations Article of this Agreement.
6. OHNM may immediately terminate this Agreement due to Provider's loss, suspension, restriction, probation, voluntary relinquishment, or any other adverse action taken against any of Provider's licenses or certifications necessary to perform the services under this Agreement, or loss of insurance.



7. OHNM may immediately terminate this Agreement if OHNM determines, in its sole discretion, that the health, safety or welfare of consumers may be jeopardized by the continuation of this Agreement.

If a party terminates this Agreement under Articles 7 and/or 8, such party giving notice shall also provide a copy of such notice of termination to BHSD and/or CYFD.

B. NO NULLIFICATION. By the methods of termination provided in this subsection neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED OHNM IN SUCH CIRCUMSTANCES AS PROVIDER'S DEFAULT/BREACH OF CONTRACT.

C. SURVIVAL OF OBLIGATIONS. Notwithstanding anything to the contrary herein, all provisions in this Agreement regarding any obligations of the Provider, which by their nature, continue beyond the termination of this Agreement, shall survive, including but not limited to, record retention requirements, audit obligations, financial disclosures, delivery of services to consumers, Provider Manual requirements, and/or the transition of consumers.

ARTICLE 9 **TERMINATION; TRANSITION MANAGEMENT**

A. TERMINATION. If this Agreement is terminated pursuant to the provisions of this Agreement, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon receipt by either OHNM or the Provider of written notice of termination, the Provider shall:

1. Not incur any further obligations for salaries, services or any other expenditures of funds under this Agreement without the written approval of OHNM;
2. Continue to provide essential services and supports to ensure the health and safety of individual consumers as directed by the OHNM during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for this Agreement. In this event OHNM shall extend the term until all transition of services are completed;
3. Comply with all directives issued by OHNM in the notice of termination as to the performance of work under this Agreement including but not limited to providing a list of all affected consumers accompanied by a list of expected or anticipated needs, problems, issues, special needs or other aspects associated with the termination or transition of consumers to another provider;
4. Take such action as OHNM shall direct for the protection, preservation, retention or transfer of all property titled to OHNM and consumer records generated under this Agreement.
5. On or prior to the date of termination of this Agreement, the Provider where applicable shall furnish to OHNM:



a) A complete detailed inventory of nonexpendable OHNM property as defined in the Property Article of this Agreement, and

b) A final closing of the financial records and books of accounts which were required to be kept by the Provider under the provision of this Agreement regarding financial records.

B. TRANSITION OBLIGATIONS. Upon termination of this Agreement, Provider agrees to comply with the "Transition Protocol" including but not limited to the appropriate transition of consumers and services that have been terminated, suspended or changed, as required by the State of New Mexico, applicable law, regulation and policy, and as set forth in the Provider Manual, as may be amended from time to time, including the transfer of relevant records.

ARTICLE 10 **STATUS OF PROVIDER**

The Provider, its agents and employees, are independent contractors performing professional services for OHNM and are not employees of OHNM. Accordingly, the Provider, and its agents and employees, shall not be deemed an employee for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. Provider, its agents and employees shall not be entitled to any of the benefits afforded employees of OHNM including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this agreement. The Provider acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

ARTICLE 11 **ASSIGNMENT**

The Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of OHNM.

ARTICLE 12 **SUBCONTRACTING**

The Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of OHNM; any such assignment without prior written approval shall be void. This Agreement shall be binding upon any approved assignee.

ARTICLE 13 **CONSUMER RECORDS, INFORMATION & BILLING AUDITS**

A. MAINTENANCE OF SERVICE RECORDS. Provider shall maintain complete confidential records for the benefit of consumers, the State and OHNM, to document the services rendered and sufficient to fulfill the provisions of the Scope(s) of Work, applicable federal and state laws and regulations, policies and directive of the New Mexico Behavioral Health Collaborative, the Provider Manual, and any other federal and State requirements. All records maintained pursuant to this Agreement shall be available for inspection by OHNM.



B. MAINTENANCE OF BILLING RECORDS/AUDITS. Provider shall also maintain consumer records that verify the delivery of services as billed. OHNM reserves the right to audit the Provider's consumer records and billing records at any time. OHNM shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of OHNM to recover excessive or illegal payments.

C. CONFIDENTIALITY. Provider shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the consumer or OHNM.

D. HIPAA. Provider shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, as may be amended from time to time and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information.

E. RECORD RETENTION. Consumer records shall be retained by the Provider for a period of six (6) years from the date of final payment under this Agreement and in accordance with all applicable federal and state laws and regulations, policies and directive of the New Mexico Behavioral Health Collaborative, the Provider Manual, and any other federal and State requirements. The records shall be subject to periodic inspections by OHNM, and other state and federal entities.

ARTICLE 14
FINANCIAL AUDIT REQUIREMENTS/REPORTS

A. STATE FUNDS. Provider receiving **state** funds from OHNM and/or **federal** funds shall comply with applicable auditing requirements under the Single Audit Act (SAA) (31 U.S. C. Section 7501, et seq.) and the New Mexico State Auditor's rules and regulations.

B. FEDERAL FUNDS SUBJECT TO SAA. The Provider receiving **federal** funds in excess of \$500,000 in any single year that are subject to the SAA shall submit to OHNM an audit conducted by a Certified Public accountant in compliance with the Single Audit Act.

C. FEDERAL FUNDS EXEMPT FROM SAA. Provider receiving **federal** funds in excess \$500,000 that are otherwise exempt from the Single Audit Act or state funds from OHNM in excess of \$100,000 in any single year shall submit to OHNM Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant.

D. AUDIT SUBMISSIONS TO OHNM. Provider receiving **state** funds from OHNM less than \$100,000 or **federal** funds less than \$500,000 in any single year shall submit to OHNM:

- i. Annual Financial Statements and a Management Letter expressing an opinion on the Financial Statements prepared by an external Certified Public Accountant, or
- ii. If Financial Statements are not normally prepared by a Certified Public Accountant, internally prepared Financial Statements are acceptable.



E. FINANCIAL REPORT SUBMISSIONS. Applicable annual financial reports shall be submitted to OHNM no later than six months following the close of the Provider's fiscal year.

F. DELIVERY. To ensure proper delivery and receipt, the Provider shall submit their annual financial reports to:

OptumHealth New Mexico
Executive Director
8801 Horizon Boulevard NE, Suite 260
Albuquerque, NM 87113

G. NO REIMBURSEMENT. Unless allowable under provisions of the Single Audit Act or other specific contract provisions, the Provider shall not request payment from OHNM for the cost of preparation of annual financial reports required by this Article.

H. MONITORING. The above provisions are a necessary component of the financial disbursement process and as such financial reporting shall be performed by Provider and financial reports shall be monitored by OHNM Non-compliance of above annual financial reporting provisions shall be interpreted as "Failure to Perform".

ARTICLE 15 **RELEASE**

The Provider, upon final payment of the amount due under this Agreement, releases OHNM, its officers and employees, and the State of New Mexico, from all liabilities, claims and obligations not assumed herein by the State of New Mexico, unless the Provider has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 16 **INDEMNIFICATION**

The Provider shall defend, indemnify and hold harmless OHNM, the State, the United States Department of Health and Human Services and said Consumers harmless from all actions, proceedings, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, if caused by the negligent or tortuous act, or failure to act of Provider, its officer, employees, servants, or agents, or if caused by actions of any consumer resulting in injury or damage to the person or property of another person during any time when the Provider or any officer, agency, employee, or subcontractor thereof has undertaken or is furnishing the care and services called for under this Agreement.

In the event that any action, suit or proceeding related to the services provided by the Provider under this Agreement is brought against the Provider, the Provider shall, as soon as practicable, but no more than two (2) working days after receipt of notice of such action, suit or proceeding, notify OHNM in the manner set forth under Article 29, Notices, of this Agreement.

ARTICLE 17 **PRODUCT OF SERVICES COPYRIGHT**



All materials or products developed or acquired by the Provider under this Agreement shall become the property of the State of New Mexico and shall be delivered to OHNM no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Provider under the Agreement shall be the subject of an application for copyright by or on behalf of the Provider.

ARTICLE 18
CONFLICT OF INTEREST

The Provider represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Provider agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 10-16A-1 et seq. NMSA 1978) and Governmental Code of Conduct (Section 10-16-1 et seq. NMSA 1978), as applicable. The Provider represents and warrants that the services to be performed under this Agreement shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

ARTICLE 19
AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and except as may otherwise be set forth in this Agreement. In accordance with changes in the State of New Mexico and/or OHNM policy, this Agreement shall automatically be amended to comport with current policy, rules, regulations and law.

The Provider shall provide at least 30 days prior written notice to OHNM of Provider's intent to diminish, materially change, or substantially reduce services provided under this Agreement, provided that, Provider shall continue to provide that same level of services during that 30 day period.

ARTICLE 20
APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico and applicable federal laws, including the comprehensive Alcohol and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. Section 290 dd-1, et seq. and the Public Health Service Act 42 U.S.C. Sections 300x, et seq., and 42 CFR (Code of Federal Regulations) Part 96 hereafter referred to as the "Act"), 45 CFR (Code of Federal Regulations), Part 96, and any other applicable laws and regulations. 42 CFR Part 2, the Alcohol and Drug (AOD) Confidentiality Rule ensures that the Provider/program gives notice to consumer of the AOD Confidentiality Rule regarding confidentiality of consumer records and indicates that the Provider/program may not use or disclose any "protected health information" (PHI) information about any consumer unless the consumer has consented in writing and the standard informed consent for release of confidential AOD treatment is used. A general authorization for the release of PHI is **NOT** sufficient for this purpose. Any disclosure must be limited to the information necessary to carry out the purpose of the disclosure. The rule does not apply to information that has been de-identified. The Privacy Rule permits programs to assign a code or other means of record identification to allow information that has been de-identified to be re-identified.



ARTICLE 21
PROPERTY

Unless otherwise provided for under applicable federal or state law, regulations, rules, or other State of New Mexico policies, title and ownership to all property furnished under this Agreement to Provider shall remain in OHNM and/or the State of New Mexico, as the case may be. Title to all property acquired by the Provider, including acquisition through lease-purchase contract, for the cost of which the Provider is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in OHNM upon delivery of such property to the Provider. Title to other property, the costs of which is to be reimbursed to the Provider under this Agreement, shall immediately vest in OHNM upon, (1) issuance for use of such property in the performance of this Agreement, or (2) use of such property in the performance of this Agreement, or (3) reimbursement of the cost thereof by OHNM, whichever first occurs. Title to OHNM property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law. The Provider shall maintain a property inventory and administer a program of maintenance, repair and protection of OHNM property so as to assure its full availability and usefulness for performance under this contract. In the event the Provider is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to OHNM property during the period of this Agreement, it shall use the proceeds to repair or replace the property.

ARTICLE 22
EQUAL EMPLOYMENT OPPORTUNITY

The Provider hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C. 2000e, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1990 (42 U.S.C. 12150, et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, veteran's status, handicap or disability. The Provider also agrees to comply with all relevant rules, regulations, and orders of the Secretary of Labor.

This Agreement is binding on the Provider, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from OHNM or retain possession of any property belonging to OHNM.

ARTICLE 23
POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

ARTICLE 24
LOBBYING

The Provider shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at



the federal, state, or local government level, as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq., NMSA 1978, and applicable federal law.

ARTICLE 25
PENALTIES

New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

ARTICLE 26
NON -WAIVER

The failure of a party to insist upon strict adherence to any term of this Agreement, on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this Agreement.

ARTICLE 27
NOTICES

Any notice required to be given by this Agreement will be in writing and will be delivered by using two (2) of the following delivery methods: (i) in person, (ii) by electronic facsimile if accompanied by a confirmed transmission receipt, (iii) by electronic mail, (iv) by courier service, or (v) by U.S. first class mail postage prepaid. If a party delivers notice by U.S. mail, first class certified, return receipt requested, postage prepaid, the party does not need to use an additional delivery method.

Notices shall be delivered to:

To OHNM:
Timothy S. Miller
OptumHealth New Mexico
8801 Horizon Blvd NE, Suite 260
Albuquerque, NM 87113
Fax: 505.798.5682
tim.miller@optum.com

BHSD:
Charmaine Espinosa
Behavioral Health Services Department
37 Plaza la Prensa
Santa Fe, NM 87502
Fax: 505.476.9277
charmaine.espinosa@state.nm.us

To the Provider:
Address: _____

Attn: _____

Phone: _____

Fax: _____

Email: _____



ARTICLE 28
WORKERS' COMPENSATION ACT

The Provider agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by OHNM.

ARTICLE 29
SPECIAL PROVISIONS

A. PROGRAM EVALUATIONS:

1. In order to monitor the performance of services and compliance with the provisions of this Agreement by the Provider, employees of OHNM and/or State and Federal agencies which have provided funds under this Agreement, or their duly authorized representatives, shall visit the offices of the Provider when necessary to examine the Provider's operations and records.

2. OHNM shall conduct site visits to any service locations when appropriate. OHNM may provide advance notice of the site visit to the Provider.

B. PROGRAM OUTCOME AND/OR PROCESS EVALUATIONS. Provider agrees to comply with requests for information and/or data from OHNM and/or the State of New Mexico for the purpose of outcome and/or process evaluations as may be required by the State of New Mexico to compile reports to support program performance and consumer progress.

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

D. FRAUD AND ABUSE COMPLIANCE. Provider agrees to comply with the Provider Manual, as revised from time to time, which is incorporated herein by this reference and found at <https://www.OHNMnewmexico.com/Provider/OHNMProviderManual.html> including but not limited to OHNM's fraud and abuse compliance plan, policies and procedures. Provider agrees to fully cooperate in good faith in a reasonable and timely manner with all requests, investigations, corrective action, and other activities to facilitate OHNM's obligations under the State Contract to identify, investigate, and take appropriate corrective action against fraud and/or abuse in the delivery of services to consumers.

ARTICLE 30
RESOLUTION OF DISPUTES

OHNM and Provider will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within 30 days following the date one party sent written notice of the dispute to the other party, and if OHNM or Provider wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"). In no event may arbitration be initiated more than one year following the sending of written notice of the dispute. Any arbitration proceeding under



this Agreement shall be conducted in a location agreed to by the parties or as selected by the AAA if the parties cannot agree on a location. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages, and shall be bound by controlling law. If the dispute pertains to a matter that is generally administered by certain OHNM procedures, such as credentialing or quality improvement plan, the procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke its right to arbitration under this Article. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

ARTICLE 31 **SEVERABILITY**

Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and the balance of this Agreement shall remain in full force and effect.

ARTICLE 32 **OTHER PROVISIONS**

Time is of the essence in every provision of this Agreement. In the event of litigation, the prevailing party shall be entitled to litigation costs (including but not limited to investigation, experts' and reasonable attorneys' fees and expenses). Headings are for reference purposes only and have no substantive effect. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and delivery of a signed facsimile copy or delivery of a signed copy by email will have the same effect as delivery of a signed original. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

ARTICLE 33 **PROGRAM INTEGRITY**

A. Identification Process For Overpayments of Any Nature, Any Funding (Claims and/or Invoice)

- (1) Provider is required to report Overpayments to OHNM by the later of: (i) the date which is sixty (60) Calendar Days after the date on which the Overpayment was identified; or (ii) the date any corresponding cost report is due, if applicable. A Provider has identified an Overpayment if the Provider has actual knowledge of the existence of an Overpayment or acts in reckless disregard or with deliberate indifference of the Overpayment.
- (2) An Overpayment shall be deemed to have been "identified" by a Provider when:
 - (a) The Provider reviews billing or payment records and learns that it incorrectly coded certain services or claimed incorrect quantities of services, resulting in increased reimbursement.



- (b) The Provider learns that a patient death occurred prior to the service date on which a claim that has been submitted for payment.
- (c) The Provider learns that services were provided by unlicensed or excluded individual on its behalf.
- (d) The Provider performs an internal audit and discovers that an Overpayment exists.
- (e) The Provider is informed by a governmental agency of an audit that discovered a potential Overpayment.
- (f) The Provider is informed by the OHNM, the Collaborative, HSD, or the RAC of an audit that discovered a potential Overpayment.
- (g) The Provider experiences a significant increase in revenue and there is no apparent reason – such as a new partner added to a group practice or new focus on a particular area of medicine – for the increase.
- (h) The Provider has been notified that the OHNM or a government agency has received a hotline call or email.
- (i) The Provider has been notified by the OHNM or a government agency has received information alleging that a recipient had not received services or been supplied goods for which the Provider submitted a claim for payment.

B. Self-Reporting

- (1) Within sixty (60) Calendar Days from the date on which the Provider identifies an Overpayment, the Provider shall send an “Overpayment Report” to the OHNM, the Collaborative, and HSD which shall include:
 - (a) Provider’s name;
 - (b) Provider’s tax identified number and National Provider Number;
 - (c) How the Overpayment was discovered;
 - (d) The reason for the Overpayment;
 - (e) The health insurance claim number, as appropriate;
 - (f) Date(s) of service;
 - (g) Claim control number, as appropriate;
 - (h) Description of a corrective action plan to ensure the Overpayment does not occur again;



- (i) Whether the Provider has a corporate integrity agreement (CIA) with the United States Health and Human Services Department Office of Inspector General (OIG) or is under the OIG Self-Disclosure Protocol;
- (j) The specific dates (or time-span) within which the problem existed that caused the Overpayments;
- (k) If a statistical sample was used to determine the Overpayment amount, a description of the statistically valid methodology used to determine the Overpayment; and
- (l) The Refund amount.

C. Refunds

- (1) All self-reported Refunds for Overpayments shall be made by the Provider to the OHNM as an Intermediary and are property of the OHNM unless:
 - (a) the Collaborative, HSD, the RAC, or MFEAD independently notified the Provider that an Overpayment existed; or
 - (b) the OHNM fails to initiate recovery within twelve (12) months from the date the OHNM first paid the claim; or
 - (c) the OHNM fails to complete the recovery within fifteen (15) months from the date the OHNM first paid the claim.
- (2) The Provider may request that the OHNM permit installment payments of the Refund, such request may be agreed to by the OHNM and the Provider; or
- (3) In cases where the Collaborative, HSD, the RAC, or MFEAD identifies the Overpayment, Overpayments shall be made in accordance with NMAC §8.351.2.13.

D. Failure To Self-Report And/Or Refund Overpayments

Overpayments that have been identified by a Provider and not self-reported within the sixty (60)-day timeframe are presumed to be false claims and are subject to referrals as Credible Allegations of Fraud.

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**ATTACHMENT A
SCOPE OF WORK**

City of Gallup

BHSD – State General Funds Substance Abuse

FY16

The Provider shall perform this Scope of Work (SOW) for FY16 which is hereby incorporated and made a part of the Agreement. Except for the foregoing, all other aspects of the Agreement shall remain in full force and effect.

Providers are responsible for outcomes associated with the goals, objectives, and activities of this Scope of Work. While allocations are being provided, please note that allocations are subject to change and may change in the future contingent upon but not limited to, funding availability and expenditure rates. Expenditure rates will be closely monitored in FY16 and funds will be reallocated, as necessary.

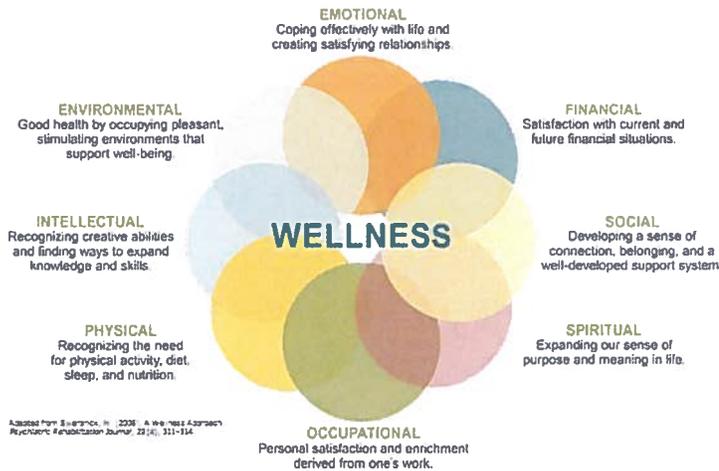
FUNDING STREAM INFORMATION

Funding Stream: State General Funds Substance Abuse
Funding Code: BB10

Scope of Work Part I:

Service Requirements and Definitions

A. Person Centered Planning (PCP) does not pathologize a person by their diagnosis or behavior and instead looks at all dimensions of wellness. It considers a person in their environment and the factors that impact their life, goals, successes and challenges. The American Psychological Association (APA) describes PCP as the person in service being “the fulcrum around which all discussions, planning, interventions, evaluations, etc., occur...” (APA, 2014). The 8.314.5 New Mexico Administrative Code (NMAC) defines PCP as addressing the “health and long term services and support needs in a manner that reflects individual preferences and goals”. The Substance Abuse and Mental Health Services Administration (SAMHSA) defines person-centered as consisting of respective and responsive care including “participation of patients and their families in the decision-making in all aspects of treatment and recovery planning and management. The patient’s self-management of their own recovery is central to improving the quality of care” (SAMHSA, 2008).



(SAMHSA, Eight Dimensions of Wellness)

B. Trauma-Informed Care (TIC) means that behavioral health providers are aware of the pervasive, adverse impact of trauma commonly found with persons who are experiencing mental health and/or substance use disorders. The entire system of care is therefore designed to be trauma informed to create a healing environment that utilizes evidenced-based best practices in the treatment process from intake to discharge. Self-assessments for determining organizational readiness and appropriateness for TIC can be found with the state Behavioral Health Services Division (BHSD) at: <http://www.bhc.state.nm.us/BHTools/Trauma%20Informed%20Care.html>

Additional information is available at: http://www.samhsa.gov/samhsaNewsLetter/Volume_22_Number_2/trauma_tip/

C. Evidence-based programs are practices or programs that have been shown to have positive outcomes through high quality research. SAMSHA funds the National Registry of Evidence-based Programs and Practices (NREPP). A comprehensive list of EBP's can be found at: <http://www.samhsa.gov/nrepp>

D. Recovery Oriented Systems of Care (ROSC) is a coordinated network of community-based services and supports that is person-centered and builds on the strengths and resiliencies of individuals, families, and communities to achieve abstinence and improved health, wellness, and quality of life for those with or at risk of alcohol and drug problems. The well-being of the individual is maintained and is the focus of the systems that are in place to keep that person in recovery. Recovery-oriented activities include providing a menu of traditional treatment services and alternative therapies, including peer recovery coaching, acupuncture, meditation, and music and art therapy. Recovery support services, including employment assistance, child care, care management and housing support, may enhance the engagement of individuals and their families in achieving and sustaining recovery. Additional information can be found at: <http://www.samhsa.gov/partners-for-recovery/resources-and-links>



Examples of Recovery-Oriented Activities

| Prevention | Intervention | Treatment | Post-Treatment |
|---|---|---|--|
| <input type="checkbox"/> Early screening before onset <input type="checkbox"/> Collaborate with other systems, e.g., Child welfare, VA. <input type="checkbox"/> Stigma reduction activities <input type="checkbox"/> Refer to intervention treatment services | <input type="checkbox"/> Screening <input type="checkbox"/> Early intervention <input type="checkbox"/> Pre-treatment <input type="checkbox"/> Recovery support services <input type="checkbox"/> Outreach services | <input type="checkbox"/> Menu of treatment services <input type="checkbox"/> Recovery Support services <input type="checkbox"/> Alternative services and therapies <input type="checkbox"/> Prevention for families and siblings of individuals in treatment | <input type="checkbox"/> Continuing care <input type="checkbox"/> Recovery support services <input type="checkbox"/> Check-ups <input type="checkbox"/> Self-monitoring |

(Retrieved from: http://pfr.samhsa.gov/docs/ROSC_Resource_Guide_Book.pdf)

E. Cultural competency establishes culturally and linguistically appropriate goals, policies, and management accountability, and infuses them throughout the organization's planning and operations. Cultural competency considers the well-being of the individual in their entirety within the perspective of their identified culture. The organization should have policies and procedures that move past cultural stereotypes and biases (e.g., based on race, ethnicity, sexual orientation, age, geography) by offering gender responsive services, recognition of the healing value of traditional cultural connections, and consideration of historical trauma. Cultural considerations should include marginalized populations such as LGBTQ and those of veteran, minority, and low socio-economic status. Competence is then expressed in effective, equitable, understandable, and respectful quality of care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs whenever possible and in accordance with appropriate state board and ethical standards of care. Additional information can be found at: <https://www.thinkculturalhealth.hhs.gov/Content/clas.asp>

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Scope of Work Part II:

TARGET POPULATION

The target population for consumer specific services is comprised of the general public within McKinley County. Examples include, but are not limited to, persons with severe mental illness, mental illness with developmental disability, co-occurring disorders (mental illness with substance abuse), high risk families for alcohol and/or substance use disorder, patients receiving treatment, and/or persons identified with alcohol or substance use disorder.

Program Description and Requirements

The Gallup McKinley County Behavioral Health Investment Zone Coalition (GMCBHIZC) shall reduce overdose mortality and morbidity for opioid use in McKinley County, as outlined in Exhibit 1 of this SOW, to include: Goals, Sub-Goals, Activities, and Interventions. Initiatives shall include the following components:

1. Implement a systematic approach that will reduce alcohol related injury and death in McKinley County;
2. Increase community capacity through ongoing outreach, training, prevention, and intervention of substance use/ alcohol use disorder and the risk factor;
3. Build a collaboration of partners to include but not limited to units of local government, stakeholders, nonprofit organizations, medical and behavioral health providers, people with lived experience, hospitals, health centers, schools, and transit authorities;
4. Identify and utilize prevention approaches that are evidence based/informed with the target population;
5. Ensure inclusion of people with lived experience on committees and task forces;
6. Clearly identify roles and responsibilities of implementation partners that are appropriate based on their designated roles;
7. Develop and implement protocols among clinical and non-clinical providers that ensure continuity of care, regardless of setting of care;
8. On an on-going basis, inventory local policies, resources, and procedures that are in place to maintain sustainability and adjust accordingly;
9. Ensure policies, resources, and procedures are working and remain relevant as community needs evolve;
10. The evaluation plan must include: clear identified measurable outcomes; a timeline for finalizing the set of intended outcomes; metrics for measuring quality; timelines for when each metric will be measured; and when milestones and outcomes will be achieved;
11. Develop and implement a protocol in which organizations can be terminated and/or added to the BHIZ collaborative;



12. Identify quality improvement measures to ensure sustainability. This includes written details of the consequences of meeting or not meeting quality metrics as outlined, understood, and agreed upon;
13. Identify gaps, needs, and barriers to improve systems that impede delivery of services. Including how operational outputs and outcome indicators will be used in the management of activities;
14. Develop and maintain a system in which data can be shared amongst stakeholders identified within the BHIZ;
15. Maintain soundness of infrastructure for retaining commitment of implementation partner organizations that promotes sustainability post funding cycle;
16. Maintain financial support relationships in order to build sustainability post funding cycle;
17. Identify ways to share client information with community providers through health information technology systems. Include data sharing agreements, plans to protect data in a way that protects patient privacy, data protections, informed consent procedures, and staff training;
18. Maintain partner Memorandums of Understanding (MOU)/Memorandums of Agreement (MOA).

Program Report Requirements

The GMCBHIZC shall submit reports demonstrating system progress. Submission is quarterly, the first two (2) years, then semi-annual for the remainder of the funding cycle. A final report shall be submitted within 90 days of the funding cycle. The final report shall demonstrate progress and accomplishments for the entire funding cycle.

Reporting shall include the following elements:

1. Demonstration language form House Bill 2, percentage of individuals discharged from inpatient facilities who receive follow-up services at thirty (30) days (Target 67%);
2. Demonstration language form House Bill 2, percentage of people with a diagnosis of alcohol or drug dependency who initiated treatment, and received two or more additional services within thirty (30) days of initial visit (Target 40%);
3. Program outcomes based on each goal and sub-goal as demonstrated in Exhibit 1;
4. Challenges or difficulties encountered and methods for addressing them;
5. Notable accomplishments or lessons learned;
6. Information regarding major budgetary and personnel adjustments made during this reporting period;



7. Description of the results of the evaluation of the project and lessons learned about evaluating the project;
8. Any other information you would like us to know about your initiative;
9. Brief story (1-2 paragraphs) that you would like to share with us.

COMPENSATION

OptumHealth New Mexico (OHNM) shall enter into contractual agreement with the Behavioral Health Services Division (BHSD), the Payer, to compensate the Provider for services delivered by the Provider. BHSD is financially responsible for compensation to OHNM so that OptumHealth may reimburse the Provider. OHNM functioning as the payer for BHSD will reimburse the Provider only after they have received appropriate financial compensation.

Provider's State Allocation for this program shall be sent out to Provider under a separate notice of State Allocation. Such State Allocation may be unilaterally changed from time to time and is subject to funding availability by the State and/or Federal funding. The State Allocation is contingent upon satisfactory completion of the requirements defined in the Agreement and this Scope of Work, reporting deliverable(s), and availability of State and/or Federal funds. Regardless of the Provider's billing method (i.e. invoice, voucher, claims, other permitted billing method, or a combination thereof) all services billed for are subject to the State Allocation as set forth in the Provider's notice thereof.

INVOICE

When a Provider submits invoices, the Provider agrees to use the BHSD approved Workbook that includes the OHNM Invoice and provide all required reporting and backup documentation related thereto. The BHSD Workbook may be changed from time to time. The Provider's Workbook and necessary backup documentation (sign-in sheets, receipts, etc.) must be complete and submitted electronically to the BHSD Star System at bhsdstar.org and the BHSD Program Manager. If the Provider's Workbook/Invoice is not properly filled out and complete it may cause your reimbursement to be delayed. Faxes and hand-delivered invoices will not be accepted. All submissions must be made electronically. Providers will only be able to submit invoices for the prior month's activities. The invoice submission period will always be the first 14 days of each month.

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EXECUTION PAGE

By initialing each page of this Agreement and by signing below, I represent that I am an authorized signatory for the Provider and have read and understand this Agreement and all of its attachments.

| | |
|---|--------------|
| PROVIDER | |
| Name of Provider (Please Print or Type): | |
| Authorized Signature: | Date: |
| Name (Please Print or Type): | |
| Title (Please Print or Type): | |
| Address: | |
| E-Mail Address: | |
| Phone: | Fax: |
| TIN: | NPI: |
| | |

Exhibit 1

| |
|--|
| BHI Zone Goal |
| Select BHI Zone Goal from options listed below: |
| Reduce alcohol related injury and death |
| Description of the BHI Zone Goal – 250 character limit |
| Collaboratively develop and implement a five-year strategic plan for McKinley County to address substance abuse and behavioral health; including a plan for continuous quality improvement and sustainability of services. |
| Community Sub-goal 1 - 250 character limit |
| Increase collaboration between local stakeholders addressing substance abuse and behavioral health concerns throughout the county. |
| Activities and Interventions- 1,000 character limit |
| <p>New:</p> <ul style="list-style-type: none"> • Develop the Gallup-McKinley County Behavioral Health System Consortium Oversight Working Group. The Consortium will consist of representatives from the City of Gallup, McKinley County, Northwest New Mexico COG, Navajo Nation BH, and Zuni BH. The oversight board will provide governmental support and guidance to RMCHCS, the backbone entity of this project. • RMCHCS will coordinate services through the community stakeholder and provider network. • Host a strategic planning summit with key stakeholders to develop the five year plan • Work with Evaluator to assist in developing a quality improvement plan • Host quarterly Oversight Working Group meetings • Host bi-monthly Stakeholder meetings • Share five-year plan with the community. • Create a resource list online with links to Network partners through NM Share, a partnership with the Health Alliance. <p>Ongoing:</p> <ul style="list-style-type: none"> • Monthly SNAPS SA coalition meeting- multi-agency meeting to address prevention of alcohol and prescription drug use. Focus on environmental strategies, youth, parents of youth, pharmacies, and school district. • Monthly Health Alliance meetings- multi-agency health council meeting to address health disparities. • Bi-monthly DWI council meetings- multi-agency (Medical Investigator, Gallup Police Department, |

McKinley County Sherriff's Office, Special Investigation Divisions, etc.) meeting to address the impact of substance abuse on the community, law enforcement, traffic safety, environmental conditions and behavioral health needs.

- Share and Care- multi-agency meeting to address environmental health disparities related to institutional racism and multi-generational trauma. Focus on LGBT, Native, and marginalized populations.
- Department of Health, school-based health centers, and school-community coalitions- work on promoting the health and well-being of school-aged youth and reduce incidence of youth suicide.
- CYFD- As the Children's behavioral health authority for all Children, offers alcohol screenings and referrals to behavioral health services for children and adolescents.
- Care 66- provide shelter, transitional housing, case management to chronically homeless populations, and create job opportunities
- NCI- provide shelter, protective custody, treatment and social detoxification to intoxicated transient community members.
- Gallup PD- employs Native community service aids to assist with driving intoxicated individuals to either the NCI for social detox or RMCHCS and GIMC for medical detox.
- RMCHCS-Hospital provides primary care, emergency medicine, specialty care, residential treatment, work rehabilitation, and medical detoxification
- Western University- provide high quality education to students in the fields of BSW, MSW, MA in Counseling, and Graduate Certificate in Chemical Dependency.

Rationale/Evidence22- 1,000 character limit

Although efforts to address substance use and behavioral health are taking place in McKinley county through prevention and treatment specific agencies, some efforts are taking place independently from others. Specifically, prevention and treatment agencies are not collaborating at ideal levels. The large-scale social change we are seeking will require broad sector coordination e.g. a collective impact. RMCHCS, with the assistance and guidance of the Oversight board and Evaluator, will utilize the five-step evidence based planning process known as the strategic prevention framework (SPF) to collaboratively develop the five-year strategic plan. The SPF model is highly recommended by SAMHSA and the NM State Office of Substance Abuse Prevention in the development of all substance related strategic plans. SAMHSA recommends the use of the SPF to guide states, jurisdictions, tribes, and communities in the selection, implementation, and evaluation of effective, culturally appropriate, and sustainable prevention activities.

The SPF uses public health research along with evidence-based prevention programs to build capacity and sustainable prevention. This, in turn, promotes resilience and decreases risk factors in individuals, families, and communities. The SPF requires states, territories, federally recognized tribes and tribal organizations and communities to systematically: 1. Assess prevention needs based on epidemiological and local data, 2. Build local prevention capacity, 3. Develop a strategic plan, 4. Implement effective community prevention programs, policies, and practices, and 5. Evaluate local efforts for outcomes. It allows communities to build the necessary infrastructure for effective and sustainable prevention.

The five-year strategic plan will address behavioral health needs along the continuum of care: promotion, prevention, treatment, and recovery. We will utilize the six strategies from the Center for Substance Abuse Prevention (CSAP 6): 1. Information dissemination, 2. Education, 3. Alternative

programming, 4. Environmental strategies, 5. Community-based processes, and 6. Problem identification and referral in addition to treatment and detoxification. The above listed activities cannot be achieved working in silos. Formal stakeholder collaboration will be imperative, as will be the need to address substance abuse and behavioral health along the continuum of care. The City, County, and community stakeholders realize that fixing one point on the continuum will not make much difference unless all parts of the continuum improve at the same time.

Implementing Partners- 1,000 character limit

- Oversight working group- includes representatives from: City of Gallup, McKinley County, Navajo Nation BH, Zuni BH, and Northwest New Mexico COG- this board will provide oversight, governmental support and direction to RMCHCS Project Coordinator. This board will promote the work of the GMCBHSC and advocate for policy change that will promote prevention of substance use, behavioral health, and quality of life.
- Stakeholder and Provider Network-multi-agency group currently addressing substance use and behavioral health concerns at various phases along the continuum of care. Agencies will participate in the consortium strategic plan summit and attend bi-monthly meetings to work towards a collaborative approach of addressing substance use and behavioral health. Network will establish a referral tracking system, develop a resource guide, establish a webpage for resources, conduct at least one of the CSAP 6 strategies, and address one of the areas in the continuum of care. Stakeholders will represent one of the 8 stakeholder groups: A. Prevention, Policy & Environmental B. Children, Youth & Family Behavioral Health Services, C. Shelter care, Protective Custody & Social Detox, D. Early Intervention, Medical Detox & Outpatient Treatment. E. Residential Treatment, F. Transition, Reintegration, Housing, Work skills Training & Jobology G. Aftercare, Relapse Prevention & Sobriety Maintenance H. Education, Training & Certification.
- RMCHCS- will be the hub agency for coordination of case management, referrals to Network partners, coordination of sustainability opportunities and efforts, and coordination for systems monitoring and evaluation. RMCHCS will also expand medical detox for community members that present themselves at high-risk of intoxication to their emergency room.
- NCI- will provide social detox, protective custody and shelter for approximately 2,000 monthly homeless individuals, many who are otherwise at high risk for exposure death.

Committed Financial Support

N/A

BHI Zone Goal

Select BHI Zone Goal from options listed below:

Reduce alcohol related injury and death

Description of the BHI Zone Goal – 250 character limit

Collaboratively develop and implement a five-year strategic plan for McKinley County to address substance abuse and behavioral health; including a plan for continuous quality improvement and sustainability.

Community Sub-goal 2 - 250 character limit

Collectively address the substance abuse prevention needs in McKinley County, specifically around alcohol and prescription drug use.

According to the 2014 NM epidemiological report, alcohol related death in McKinley County (110 out of 100,000) is significantly higher than that of the state (52 out of 100,000). McKinley County ranks 2nd in the State and had an increase in alcohol related deaths in 2012 compared to 2009. The need for prevention among youth and adults is evident in that the county rates are higher than the state for: alcohol related chronic liver disease death, alcohol related injury death, adult binge drinking, adult heavy drinking, past 30-day drinking in middle school, binge drinking in middle school, and drinking on school property in high school. In addition, youth ease of access to alcohol in the community and from liquor stores has increased.

Activities and Interventions- 1,000 character limit

New:

- Collaboration between agencies for prevention education, screening, identification and referral to treatment- joining efforts and sharing resources to increase their collective impact and increase local prevention capacity.
- SNAPS SA coalition will distribute the prescription drug abuse prevention manual and provide education at school based health centers, parent-teacher associations, pharmacies, and elder groups.
- DWI program leveraging funds and collaborating with JSACC staff and the Chief Manuelito Middle School to provide prevention education to 200- 6th graders.
- DWI program leveraging funds and collaborating with Hands of Hope Pregnancy Center to provide substance abuse prevention education at Chief Manuelito MS in the 7th grade and at Gallup HS.
- DWI- provide substance abuse prevention education with experiential activities, such as the drunken goggles and intoxicated driving simulation with golf cart, to 29 of the Navajo Chapter Houses. Provide awareness campaigns through print, radio, and theater ads.
- Place Matters will be exploring SAMHSA's Drug Free Communities grant opportunity- if funded will address root causes of substance use and implement environmental strategies e.g. youth social access, community norms, historical trauma, and policy changes such as zoning.

Ongoing:

- SNAPS SA coalition developed a prescription drug abuse prevention manual in addition a youth led medial campaign.

- SNAPS SA coalition is raising awareness of social hosting and 4th degree laws to decrease youth access. They are collaborating with the school authority to change the alcohol and drug policy district wide to promote restorative practices and decrease out of school suspension rates (community based processes and environmental strategies).
- JSACC- provides prevention education for youth including: Project Venture (alternative programming), Girls Circle, Boys Council, and Botvin Life Skills (education) to youth. In addition, JASACC provides youth alcohol assessments and referral to treatment (identification and referrals).
- Prevention stakeholder group members participate in health fairs and community events and disseminate educational information.
- DWI program offers alcohol screening and referral to treatment for adults convicted with a DWI.
- Navajo Nation Behavioral Health Services provides screening and referral to treatment.
- Zuni Recovery Center provides screening and assessment as well as referral to appropriate treatment services.
- CYFD- As the Children's behavioral health authority for all Children, offers alcohol screens and referrals to behavioral health services for children and adolescents.
- Law enforcement, hearing authority, school resource officers refer youth to JSACC or to RMCHCS, GIMC, Navajo Nation Behavioral Health Services, Zuni Recovery for adults.

Rationale/Evidence22- 1,000 character limit

In order for substance use and abuse to decrease in McKinley County, evidence based prevention needs to start in the years prior to initiation to be true prevention. In addition, it needs to reach various sectors of the community through the implementation of SAMHSA's CSAP 6 strategies. The resource assessment indicated that several prevention services are underway, some implemented through coalition work. Some potential collaborative efforts were identified that would reach a large population and thus have been identified as aiding in reaching our goal; for instance, the implementation of the evidence based Botvin Life skills to all 6th graders at a local middle school and the distribution and education of the prescription drug manual throughout the county.

One gap identified, within the Prevention stakeholder group, is the lack of efforts to address the city's liquor industry. On January 14, 2015, Indian Country Today reported that Gallup has 39 liquor licenses, about 19 alcohol selling establishments per 10,000 people, much higher than major cities. Place Matters, one of the prevention stakeholders will apply for the Drug Free Communities grant opportunity in order to address zoning and related environmental strategies not currently being addressed.

Implementing Partners- 1,000 character limit

- SNAPS SA- responsible for coalition work around prescription manual distribution and education.
- DWI, JSACC, and Hands of Hope Pregnancy Center- responsible for providing alcohol prevention education and life skills training at identified high-need middle and high schools.
- DWI- provide substance abuse prevention education with experiential activities, such as the drunken goggles and intoxicated driving simulation with golf cart to 29 of the Navajo Chapter

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| <p>Houses. Provide awareness campaigns through print, radio, and theater ads.</p> <ul style="list-style-type: none"> • Law enforcement, hearing authority, school resource officers, DWI, RMCHCS, GIMC, Navajo Nation BHS, Zuni recovery, and Zuni teen health center will provide screening and referral to appropriate treatment (traditional, residential, faith-based, or clinical). |
| <p>Committed Financial Support</p> |
| <ul style="list-style-type: none"> • Source of Funds: DWI program • Activity: prevention education through JASACC and Hands of Hope Pregnancy Center • Amount: \$14,400 • Start and end date: January 2016-September 2016. |

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| <p>BHI Zone Goal</p> |
| <p>Select BHI Zone Goal from options listed below: Reduce alcohol related injury and death.</p> |
| <p>Description of the BHI Zone Goal – 250 character limit</p> |
| <p>Integrate early screening, assessment and brief intervention in primary care and the emergency room at RMCHCS. Patients will be screened utilizing a short 14-item screen. If patient screens positive for low or moderate risk for alcohol use according to National Institute of Alcohol Abuse and Alcoholism (NIAAA) guidelines, patient will be assessed using appropriate assessment tools (e.g. Audit 10, DAST 10, GAD 7). Motivational interviewing will be used to motivate substance use behavior change. If harmful/hazardous alcohol use is determined, physicians will refer patient to appropriate treatment. Alcohol dependency will be treated as medically appropriate and can include residential treatment, social or medical detox, depending on the level of dependency.</p> |
| <p>Community Sub-goal 3- 250 character limit</p> |
| <p>Screening and Brief Intervention and Referral to Treatment in a healthcare setting.</p> <p>Sub-goal is early identification of high-risk substance use behaviors and behavioral health issues. Motivational interviewing will be used to assist the client with their personal motivation to change. Gallup-McKinley County has some of the highest rates for substance-use related injury and death in the state of New Mexico. Early identification and referral to treatment will decrease the staggering rates of harmful/hazardous drinking that leads to injury and death. In January 2016, NCI admitted 2,184 community members, of those 561 (26%) were housed for a 72-hour hold due to being at risk of death due to exposure. In 2015 alone, the Gallup Police Department picked up 18,600 intoxicated individuals. From October to December 2015, NCI had 5,391 admissions and 351 (7%) were taken to RMCHCS for</p> |

medical detox. In 2014, McKinley County had 48 fatalities of which, 29 were alcohol-involved fatalities. In other words, 61% of all fatalities involved alcohol.

Activities and Interventions- 1,000 character limit

New

- Hiring of a Coordinator and a Case Manager who will coordinate services and capacity building for those screened.
- Develop protocols for the implementation of Screening Brief Intervention and Referral to Treatment (SBIRT), an evidence-based intervention, at RMCHCS primary care and the emergency room.
- Identify evidence-based practice for screening (alcohol and behavioral health).
- Collaborate with UNM Department of psychiatry for training of primary care physicians in Motivational Interviewing and evidence based treatment modalities.
- Provide capacity building to RMCHCS primary care and emergency room medical staff re: screening for substance use and behavioral health, and motivational interviewing.
- Provide treatment personnel with capacity building around treatment modalities (CRA, Seeking Safety, and CRAFT)
- Provide brief treatment through implementation of evidence based substance abuse modalities.
- RMCHCS Physicians will integrate substance use and behavioral health screening during primary care and emergency room settings.
- Provide and coordinate referral to services through stakeholders (social services, traditional, residential and/or faith-based therapeutic interventions) for those that screen positive for substance use and/or behavioral health to promote self-sufficiency.
- Health Alliance will place consortia generated resource list on their local resources web page.
- Host a stakeholder summit to increase collaboration among stakeholders and increase referrals.

Ongoing

- GIMC currently provides SBIRT services

Rationale/Evidence22- 1,000 character limit

Integration of early screening and brief intervention in a health care setting, the SBIRT Clinical Mode, is based on the delivery of research based interventions that have been shown to result in a change in status even with one brief intervention. Thus, change is expected from receipt of a single intervention through the use of Motivational Interviewing. Motivational interviewing has been successful in moving substance abuse clients along the readiness scale, from denial or contemplation into action, thus increasing access to treatment services.

Integration of behavioral health into primary care has been shown effective in various SBIRT studies. This practice has proved successful in hospitals, specialty medical practices, and emergency departments. SBIRT can be easily used in primary care settings and enables healthcare professionals to systematically screen and assist people who may not be seeking help for a substance use problem, but whose drinking or drug use may cause or complicate their ability to successfully handle health, work, or family issues.

SBIRT aims to prevent the unhealthy consequences of alcohol and drug use among those whose use may not have reached the diagnostic level of a substance use disorder, and to help those with the disease of addiction enter and stay with treatment. Substance misuse and abuse often result in poor health outcomes and substantial healthcare costs related to illness, hospitalizations, motor vehicle injuries, and premature deaths. Integration of SBIRT in the clinical setting will ultimately decrease healthcare costs, decrease the severity of drug and alcohol use/abuse; and decrease risk of trauma by distressing events that may cause long lasting harmful effects. According to a 2010 study examining SBIRT's cost-benefits, people who received screening and brief intervention in an emergency department, hospital or primary care office, experienced 20% fewer emergency department visits, 33% fewer nonfatal injuries, 37% fewer hospitalizations, 46% fewer arrests and 50% fewer motor vehicle crashes.

Implementing Partners- 1,000 character limit

- RMCHCS will serve as the Hub and will be responsible for developing protocols for SBIRT and implementation in their clinical setting. RMCHCS will also be responsible for patient coordination of needs for those that screen positive for substance use and/or behavioral health.
- RMCHCS Coordinator will coordinate the development of a resource guide of all the local services. Case manager will be familiar with local services and build relationship with these programs to facilitate patient referral.
- GMIC will continue to provide SBIRT services to their patients.
- Partnership with UNM CRCBH for capacity building around motivational interviewing
- Consortia will partner with the Health Alliance, to develop an online provider portal called Share NM for the listing of local resources, local activities.
- DWI program provides alcohol and mental health screening of DWI convicted adults.
- CYFD- As the Children's behavioral health authority for all Children, offers alcohol and behavioral health screens for children and adolescents.

Committed Financial Support

Source: County DWI program
 Activity: Traveling Behavioral Health Counselor at 2 middle schools and one high school.
 Amount: \$30,000
 Start and end date: Jan 2016- Dec 2016
 Org receiving funds: BH Counselor- contractor

N/A

Source of Funds: UNM CRCBH (contribution/cost sharing) and County DWI
 Activity: Training by the Center for Rural Community Behavioral Health for Capacity building, Motivational Interviewing, Seeking Safety, CRAFT, CRA
 Amount: \$14,000
 Start and end date: Feb 2016- Dec 2016
 Org receiving funds: UNM CRCBH

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| BHI Zone Goal |
| Select BHI Zone Goal from options listed below: Reduce alcohol related injury and death. |
| Description of the BHI Zone Goal – 250 character limit |
| Increase local capacity of evidence based interventions to improve access to quality treatment services including trauma informed. |
| Community Sub 4-goal - 250 character limit |
| <p>Increase local capacity of evidence based and trauma specific interventions.</p> <p>In collaboration with the University of New Mexico, Division of Community Behavioral Health, Dr. Avi Kriechman will provide training and CEUs on evidence-based interventions e.g. Motivational Interviewing, Seeking Safety, CRAFT, and CRE. These evidence-based modalities are culturally sensitive and have been found to be effective with Native American populations. The sessions will be for RMCHCS and GIMC Behavioral health counselors, NIC behavioral health staff, DWI BH and interested treatment stakeholders and Care 66 caseworkers. Integration of services into primary care and the emergency room for behavioral and substance use patients to minimize the stigma of treatment.</p> <p>In addition, the DWI program will offer a capacity building opportunities and CEUs at no cost licensed community members, students at Western University, and school district behavioral health counselors with the goal of maintaining their licensure.</p> <p>The capacity building that will be offered will ensure access to quality evidence-based treatment services. The goal is to increase local understanding of the impact of trauma, recognize the signs and symptoms of trauma in clients and their family, and involve the family in assisting the client to recovery.</p> |
| Activities and Interventions- 1,000 character limit |
| <p>New</p> <ul style="list-style-type: none"> • Hiring of a Coordinator and a Case Manager who will coordinate services around the County and increase the number of people receiving evidence-based treatment. • Collaboration with UNM Division of Community and Behavioral Health for a two-week training on trauma-specific and evidence based substance abuse therapy. • Coordination and collaboration between the various case management and treatment entities throughout the county for capacity building and access to quality treatment services. • Motivational Interviewing capacity building with primary care and emergency room physicians. • Incorporate Seeking Safety, CRAFT, CRE and MI - evidence-based best practice treatment |

modalities at stakeholder agencies trained in the modalities.

- Develop a protocol for clients screened positive for substance to receive the appropriate therapeutic intervention.
- Develop a tracking system to assess the number of clients receiving the new treatment modalities.
- Behavioral Health Services screening and counseling at Miyamura HS, John F. Kennedy MS, and Gallup MS schools through the DWI program's Behavioral Health Counselor.

Ongoing

- CEUs provided by the DWI program for continued MSW/Behavioral Health Counselor licensure.
- Collaboration with Western University for placement of interns with graduate certificates in chemical dependency, Master's in Counseling, MSW and BSW.
- Behavioral Health Services screening and treatment at RMCHCS and GIMC
- School District offers BH CEUs to school counselors.

Rationale/Evidence22- 1,000 character limit

RMCHS will serve as the hub and will be responsible for the coordination of patient needs that screen positive for substance use and/or behavioral health. Case managers will be familiar with local services and build relationship with these programs to facilitate patient referrals. Integration of behavioral health into primary care has been shown effective in various studies of the evidence-based practice Screening and Brief Intervention Referral to Treatment (SBIRT). This practice has proved successful in hospitals, specialty medical practices, and emergency departments. Research shows that medical providers have a high influence on patient behavior modification. Medical providers have the capability to discuss substance use as it negatively impacts other health related complications such as hypertension and diabetes; both high rates in Gallup-McKinley County. Training on Motivational interviewing will be provided to emergency room and primary care physicians to assist in patient interaction and their motivation to seek treatment for substance abuse.

The Consortium will implement the evidence-based Screening Brief Intervention and Referral to Treatment (SBIRT) model at RMCHCS through primary care and emergency room. Engaging physicians who live and work in the community, allows for continuity of care to be available to the citizens of McKinley County. Partnership with Western University for MSW, MA in Counseling, and BSW capacity building and placement will increase local capacity and increase substance abuse prevention specific workforce development. In the 1990's NCI received CSAP funding to provide traditional healing; 92% of participants were still sober at two-year follow-up.

Seeking Safety knowledge content areas are: cognitive, behavioral, interpersonal and case management. Community Reinforcement Approach (CRA) is a behavioral program for treating substance abuse problems such as alcoholism. It is based on the belief that the environment that an alcohol dependent person is in, has a powerful impact on encouraging or discouraging alcohol abuse. The aim of CRA is to make a sober lifestyle more rewarding than one that includes the use of substances. It is considered among the best alcohol treatments available. According to the American Psychology Association, Community Reinforcement and Family Training (CRAFT) utilizes motivation building, functional analysis, contingency management training, communication skills training, treatment entry training, immediate treatment entry, life enrichment, and safety training. The purpose of CRAFT is to increase family compliance with an intervention for persons with substance abuse in order to increase the rate of engagement of those addicted individuals in treatment. In addition to the

evidence based treatment modalities mentioned above, traditional healing using hogans and sweat lodges will be offered through NCI and Navajo Behavioral Health.

Implementing Partners- 1,000 character limit

- RMCHCS will serve as the Hub and will be responsible for coordination of treatment services to meet the need of the individual in need.
- NCI will provide patient quality detoxification, protective custody and shelter to those in need.
- DWI program will contract with a Behavioral Health Counselor to provide quality treatment services to youth at 2 middle schools and one high school as identified by McKinley County Hearing Authority.
- Partnership with UNM CRCBH for capacity building around treatment modalities that are culturally appropriate e.g. CRA, CRAFT, and Seeking Safety
- Navajo Nation’s Behavioral Health will provide traditional treatment in addition to a variety of culturally appropriate treatment modalities.

Committed Financial Support

Source of Funds: DWI program

- Activity: Training by UNM Center for Rural and Community Behavioral Health for capacity building: MI, Seeking Safety, CRAFT, CRA.
- Amount: \$14,000
- Start and end date: January 2016-December 2016.
- Org receiving funds: UNM CRCBH

• Source of Funds: DWI program

- Activity: BHC provides treatment for middle and high school youth.
- Amount: \$30,000
- Start and end date: January 2016-December 2016.
- Org receiving funds: BHC contractor

BHI Zone Goal

Select BHI Zone Goal from options listed below:

Reduce alcohol related injury and death

Description of the BHI Zone Goal – 250 character limit

Provide shelter and quality detoxification services to transient and/or homeless community members.

Community Sub-goal 5 - 250 character limit

Gallup-McKinley County will meet the immediate shelter and detoxification needs of the community.

Activities and Interventions- 1,000 character limit

New:

N/A

Ongoing:

- NCI will: Provide quality detoxification, protective custody and shelter for over 2,000 monthly homeless individuals
 - Provide 72-hour hold to prevent death due to exposure, prevent alcohol related accidents due to train/automobiles while intoxicated
 - Provide shelter to prevent exposure death
 - Provide monthly accountability report to City
- Care 66 will- provide housing for community members experiencing chronic homelessness
- RMCHCS will provide medical detox for patients with life threatening emergencies.
- GIMC will provide medical detox for patients with life threatening emergencies.

Rationale/Evidence22- 1,000 character limit

According to HUD's annual Point in Time count, there are approximately 170 to 185 people in McKinley County who are in need of Permanent Supportive Housing. In January 2016, NCI admitted 2,184 community members, of those 561 (26%) were housed for 72-hour hold due to being at risk of death due to exposure, getting hit by trains or automobiles while intoxicated in public. In January of 2016, over 300 sober individuals benefited from shelter during the dangerously low temperatures. Gallup Police department reported 18,600 people taken to detox in 2015. NCI admitted 5,391 in Oct-Dec of 2015. Gallup Police department confirmed five alcohol related deaths in January of 2016 alone. Although the consortia will address all sectors of the continuum of care through the five-year strategic plan, the lives of community members is an eminent need.

Implementing Partners- 1,000 character limit

- NCI will: Provide quality detoxification, protective custody and shelter for over 2,000 monthly homeless individuals
 - Provide 72-hour hold to prevent death due to exposure, prevent alcohol related accidents due to train/automobiles while intoxicated

- Provide shelter to prevent exposure death
- Care 66 will- provide housing for community members experiencing chronic homelessness
- RMCHCS will provide medical detox for patients with life threatening emergencies.
- GIMC will provide medical detox for patients with life threatening emergencies.
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Committed Financial Support

- Source of Funds: Liquor Excise Tax
- Activity: Shelter and detoxification
- Amount: \$128,961
- Start and end date: January 2016-December 2016.



Mayor Jackie McKinney
Mary Ustick, City Manager
City of Gallup
110 W. Aztec Avenue
Gallup, NM 87301

Dear Mayor McKinney and Ms. Ustick:

Thank you for your submission of the McKinley Behavioral Health Investment Zone (BHIZ) application. The Behavioral Health Services Division (BHSD) review team has assessed the McKinley County application. The criterion for approving an application is a score of 75 points or more out of the 100 points to be considered for a designation. Your BHIZ application scored 78 out of 100 possible points and therefore qualifies for the \$500,000 that comes with this designation to complete the proposed scope of work (SOW).

As you know, the BHIZ initiative seeks to further invest in NM communities that lead the state in deaths attributable to alcohol, drugs, and suicide by preventing adverse childhood experiences, building developmental assets, conducting early screening and assessments, improving access to quality trauma informed treatment services, diverting those with behavioral health conditions from emergency room utilization and incarceration, reducing serious and violent crime, integrating BH with health care, leveraging private funding, and assisting local leaders in navigating appropriate federal and state programs.

Your approved Application, supplemented by technical assistance from BHSD, is intended to serve as further guidance to McKinley County on how to potentially achieve meaningful and sustainable impact. BHSD will be funding this BHIZ through the Administrative Services Organization (ASO) contract that the BH Collaborative holds with Optum Health New Mexico (OHNM). The BHIZ designation is intended to result in an enhanced partnership to better address behavioral health related challenges.

This BHIZ designation will be for a term of five years, assuming that continuing progress is demonstrated in meeting the BHIZ's goals and objectives. This term may be extended as necessary. During this term, the specific resources made available to the BHIZs may vary from year to year, and sometimes more often than annually, due to changes in the BH Collaborative's policies and/or changes in BHSD appropriations and authorizations. All assistance provided to the BHIZ is subject to applicable regulations, statutes, and changes in state policies, appropriations, and allocations for relevant programs. Subject to these limitations, the BHIZ designation commits the BH Collaborative to partner with your County as described above.

Please remember that the lead organization and its implementation partner organizations included in the BHIZ's strategies, and any state grantees whose state funded work contributes to BHI Zone Strategies will be required to participate in evaluations of BHI Zones. For BHIZ lead organizations and implementing partners, this may include providing access to program personnel and all relevant programmatic and administrative data, as specified by the evaluator(s) under the direction of BHSD or OHNM, as legally attainable, during the term of the BHIZ designation and/or grant agreement.

The next steps to implement this BHIZ will include:

- BHSD will write a SOW based on your application and provide to OHNM;
- An OHNM Provider Agreement will be developed based on this additional SOW;
- OHNM will forward to you a proposed provider agreement for your review and potential endorsement;
- Upon execution of the Provider Agreement amendment, BHSD and OHNM will collaboratively create a workbook to be used as the basis for payment;
- OHNM will collaborate with Falling Colors Technology, Inc. to have this BHIZ registered in BHSDSTAR;
- You will need to identify a person to be trained in BHSDSTAR who will enter monthly invoice data; and
- Once training is completed, your organization may begin the submission of monthly invoices.

A copy of your BHIZ evaluation summary with detailed notes and recommendations is enclosed. While your application did meet the scoring threshold for the BHIZ designation, we believe that following the guidance available from the recommendations and notes, from the application review, will assist you in the further development of your BHIZ plan.

Sincerely,



Wayne W. Lindstrom, Ph.D.
Director, Behavioral Health Services Division
CEO, Behavioral Health Collaborative

Cc: Vicki Ohrn-Lannerholm
Mika Tari
Leon Lopez
Charmaine Espinosa
Tim Miller