

ARTICLE 29 – PROHIBITION OF BRIBES, GRATUITIES & KICKBACKS

- 29.1 Pursuant to Sections 1978, §§13-1-191, 30-24-1 et seq., 30-41-1, and 30-41-3, the receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.
- 29.2 No elected or appointed officer or other employee of the State of New Mexico shall benefit financially or materially from this Contract. No individual employed by the State of New Mexico shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.
- 29.3 The Collaborative may, by written notice to the SE, immediately terminate the right of the SE to proceed under the Contract if it is found, after notice and hearing by the Collaborative that gratuities in the form of entertainment, gifts or otherwise were offered or given by the SE or any agent or representative of the SE to any officer or employee of the State of New Mexico with a view toward securing the Contract or securing favorable treatment with respect to the award or amending or making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated as provided in this Section, the State of New Mexico shall be entitled to pursue the same remedies against the SE as it would pursue in the event of a breach of contract by the SE and as a penalty in addition to any other damages to which it may be entitled by law.

ARTICLE 30 – LOBBYING

- 30.1 The SE certifies, in accordance with the Byrd Anti-Lobbying Amendment, to the best of its knowledge and belief, that:
- A. No Federally appropriated funds have been paid or shall be paid, by or on behalf of the SE, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SE shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 30.2 The SE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 30.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for such failure.

ARTICLE 31 – CONFLICT OF INTEREST

- 31.1 The SE warrants 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 Contract, and further warrants that signing of this Contract shall not be creating a violation of the Governmental Conduct Act, NMSA 1978, §10-16-1 et seq. or be at least equal to federal safeguards 41 USC §423.
- 31.2 If during the term of this Contract and any extension thereof, the SE becomes aware of an actual or potential relationship, which may be considered a conflict of interest, the SE shall immediately notify the Contract Administrator in writing. Such notification includes when the SE employs or contracts with a person, on a matter related to this Contract, and that person: (1) is a former State employee who has an obligation to comply with NMSA 1978, §10-16-1 et seq., or (2) is a former employee of the Department of Health or the Children, Youth and Families Department who was substantially and directly involved in the development or enforcement of this Contract.

ARTICLE 32 – CONFIDENTIALITY

- 32.1 Any confidential information, as defined in state or federal law, code, rules or regulations or otherwise applicable by the Code of Ethics, regarding consumers or providers given to or developed by the SE and its subcontractors shall not be made available to any individual or organization by the SE and its subcontractors other than the SE's employees, agents, subcontractors, consultants or advisors without the prior written approval of the Collaborative.
- 32.2 The SE shall (1) notify the Collaborative promptly of any unauthorized possession, use, knowledge, or attempt thereof, of the Collaborative's data files or other confidential information; and (2) promptly furnish the Collaborative full details of the unauthorized possession, use of knowledge or attempt thereof, and assist investigating or preventing the recurrence thereof.
- 32.3 In order to protect the confidentiality of consumer information and records:
- A. The SE shall adopt and implement confidentiality policies and procedures that conform to federal and state laws and regulations.
 - B. The SE shall ensure that an appropriate system is in effect to protect substance abuse consumer records from inappropriate disclosure in accordance with 42 USC §300x-53(b), 45 CFR §96.132(e), and 42 CFR Part 2.
 - C. The SE's contracts with providers shall explicitly state expectations about the confidentiality of consumer information and records.
 - D. The SE shall afford consumers, legal guardians, and/or designated representatives the opportunity to approve or deny the release of identifiable personal information by the SE to a person or agency outside of the SE, except to duly authorized subcontractors, providers or review organizations, or when such release is required by law, State regulation, or quality standards.
 - 1. When release of information is made in response to a court order, the SE shall notify the consumer, legal guardian, and/or designated representative of such action in a timely manner.

2. The SE shall have and implement specific policies and procedures that direct how confidential information gathered or learned during the investigation or resolution of a grievance is maintained, including the confidentiality of the consumer's status as a grievant.
- 32.4 The SE shall comply with the Collaborative's requests for records and documents as necessary to verify the SE is meeting its duties and obligations under this Contract, or for data reporting legally required of the Collaborative. Except as otherwise required by law, the Collaborative may not request from the SE records and documents that go beyond ensuring that the SE is meeting its duties under this Contract, including, where appropriate, records and documents that are protected by any law, including, but not limited to, laws protecting proprietary information as a trade secret, confidentiality laws, and any and all applicable legal privileges (including, but not limited to, attorney/client, physician/patient, and quality assurance and peer review).

ARTICLE 33 – COOPERATION REGARDING FRAUD

- 33.1 The SE shall make an initial report to the Collaborative within five (5) business days when, in the SE's professional judgment, suspicious activities may have occurred. The SE shall then take steps to establish whether or not, in its professional judgment, potential fraud has occurred. The SE shall then make a report to the Collaborative and submit any applicable evidence in support of its findings. If the Collaborative decides to refer the matter to the New Mexico State Medicaid Fraud Control Unit of the Attorney General's Office (MFCU) or another state or federal investigative agency, the Collaborative will notify the SE within five (5) business days of making the referral. The SE shall cooperate fully with any and all requests from the MFCU or other state or federal investigative agency for additional documentation or other types of collaboration in accordance with applicable law.
- 33.2 The SE shall cooperate fully in any investigation by the MFCU or other state or federal agency as well as any subsequent legal action that may result from such investigation. The SE and its subcontractors and network providers shall, upon request, make available to the MFCU or other state or federal agency conducting an investigation any and all administrative, financial and medical records relating to the delivery of items or services for which State monies are expended, unless otherwise provided by law. In addition, the MFCU or other state or federal agency shall be allowed to have access during normal business hours to the place of business and all records of the SE and its subcontractors and network providers, except under special circumstances when after hours access shall be allowed. Special circumstances shall be determined by the MFCU or other state or federal agency.
- 33.3 The SE shall disclose to the Collaborative, the MFCU, and any other state or federal agency, full and complete information regarding ownership, significant financial transactions or financial transactions relating to or affecting this Contract or the Medicaid program and persons related to the SE convicted of criminal activity related to Medicaid, Medicare, or the federal Title XX programs.
- 33.4 The SE shall refer any actual or potential conflict of interest to the MFCU. The SE also shall refer to the MFCU any instance where a financial or material benefit is given by any representative, agent or employee of the SE to the Collaborative, or any other party with direct responsibility for this Contract. In addition, the SE shall notify the MFCU if it hires or enters into any business relationship with any person who, within two (2) years

previous to that hiring or contract, was employed by the State in a capacity relating to the Medicaid program or any other party with direct responsibility for this Contract. (See also Article 31.2.)

- 33.5 Any recoupment received from the SE by the Collaborative shall not preclude the MFCU or any other state or federal agency from exercising its right to criminal prosecution, civil prosecution, or any applicable civil penalties, administrative fines or other remedies.
- 33.6 Upon request to the SE, the MFCU or any other state or federal agency shall be provided with copies of all grievances and resolutions affecting consumers.
- 33.7 Should the SE know about or become aware of any investigation being conducted by the MFCU or another state or federal agency, the SE, and its representatives, agents and employees, shall maintain the confidentiality of this information.
- 33.8 The SE shall have in place and enforce policies and procedures to educate Medicaid consumers of the existence of, and role of, the MFCU.
- 33.9 The SE shall have in place and enforce policies and procedures for the detection and deterrence of fraud. These policies and procedures shall include specific requirements governing who within the SE's organization is responsible for these activities, how these activities shall be conducted, and how the SE shall address cases of suspected fraud and abuse. (See also Article 3.17.)
- 33.10 All documents submitted by the SE to the Collaborative, if developed or generated by the SE, or its agents, shall be deemed to be certified by the SE as submitted under penalty of perjury.

ARTICLE 34 – WAIVERS

- 34.1 No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing by the party claimed to have waived or consented.
- 34.2 A waiver by any party hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or Contract herein contained.

ARTICLE 35 – NOTICE

- 35.1 A notice shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting if sent by first-class mail, with proper postage affixed. Notice may also be tendered by facsimile transmission, with original to follow by first class mail.
- 35.2 All notices required to be given to Collaborative under this Contract shall be sent to the Collaborative Contract Administrator or his/her designee:

Bill Belzner
New Mexico Human Services Department
Behavioral Health Collaborative
P. O. Box 2348
Santa Fe, NM 87504-2348
Phone: 505-476-9295

- 35.3 Any information or notice required to be provided to the Collaborative or to Collaborative member agency staff or CAT leaders shall be copied to the Collaborative CEO. The Collaborative CEO may designate in writing other individuals to receive specific information, reports or plans required to be submitted pursuant to this Contract, but may not designate another individual to receive formal notices required by this Contract.
- 35.4 All notices required to be given to the SE under this Contract shall be sent to:
Sandra L. Forquer, CEO

ARTICLE 36 – AMENDMENTS

This Contract shall not be altered, changed or amended other than by an instrument in writing executed by the parties to this Contract. Amendments shall become effective and binding when signed by the parties, approved by the Department of Finance and Administration, and written approvals have been obtained from any necessary State and Federal agencies. All necessary approvals shall be attached as exhibits to the Contract.

ARTICLE 37 – SUSPENSION, DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- 37.1 Pursuant to 45 CFR Part 76 and other applicable federal regulations, the SE certifies by signing this Contract, that it and its principals, to the best of its knowledge and belief and except as otherwise disclosed in writing by SE to the Collaborative prior to the execution of this Contract: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal department or agency; (2) have not, within a three-year period preceding the effective date of this Contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with, commission of any of the offenses enumerated above in this Article 37.1; (4) have not, within a three-year period preceding the effective date of this Contract, had one or more public agreements or transactions (federal, state or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid, federal health care programs or federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 USC §1320a-7 and other applicable federal statutes. The SE may not knowingly have a relationship with the following:
- A. An individual who is an affiliate, as defined in the Federal Acquisition Regulations that is disbarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under

Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

- B. For purposes of this Section, an individual who is an affiliate, as defined in the Federal Acquisition Regulation, has a "relationship" if such individual is:
1. A director, officer or partner of the SE;
 2. A person with beneficial ownership of five percent (5%) or more of the SE's equity; or
 3. A person with an employment, consulting or other arrangement regarding the SE's obligations under this Contract.
- 37.2 The SE's certification in Article 37.1 is a material representation of fact upon which the Collaborative relied when this Contract was entered into by the parties. The SE shall provide immediate written notice to the Contract Administrator, if, at any time during the term of this Contract, the SE learns that its certification in Article 37.1 was erroneous on the effective date of this Contract or has become erroneous by reason of new or changed circumstances. If it is later determined that the SE's certification in Article 37.1 was erroneous on the effective date of this Contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Collaborative, the Collaborative may terminate the Contract.
- 37.3 As required by 45 CFR Part 76 or other applicable federal regulations, the SE shall require each proposed first-tier subcontractor whose subcontract will equal or exceed twenty-five thousand dollars (\$25,000), to disclose to the SE, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any federal department or agency. The SE shall make such disclosures available to the Collaborative when it requests subcontractor approval from the Collaborative pursuant to Article 19.4. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any federal department or agency, the Collaborative may refuse to approve the use of the subcontractor.

ARTICLE 38 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- 38.1 If the SE has, had, or anticipates having, six (6) or more employees who work, or who worked, are working, or are expected to work, an average of at least twenty (20) hours per week over a six (6) month period with said six-month period being at any time during the year prior to seeking the contract with the Collaborative of at anytime during the term of this Contract, SE certifies, by signing this Contract, to:
- A. Have in place, and agree to maintain for the term of this Contract, health insurance for those New Mexico employees and offer that health insurance to those employees no later than July 1, 2008, if the expected annual value in the aggregate of any and all contracts between the SE and the State exceeds one million dollars (\$1,000,000.00); or
 - B. Have in place, and agree to maintain for the term of this Contract, health insurance for those New Mexico employees and offer that health insurance to those employees no later than July 1, 2009, if the expected annual value in the aggregate of any and all contracts between the SE and the Collaborative exceeds Five hundred thousand dollars \$500,000.00; or

- C. Have in place, and agree to maintain for the term of this Contract, health insurance for those New Mexico employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between the SE and the Collaborative exceeds Two hundred fifty thousand dollars \$250,000.00.
- 38.2 The SE shall agree to maintain a record of the number of employees who have:
- A. Accepted health insurance;
 - B. (Declined health insurance due to other health insurance coverage already in place; or
 - C. Declined health insurance for other reasons.
- These records are subject to review and audit by the Collaborative or its representative.
- 38.3 The SE shall agree to advise all New Mexico employees in writing of the availability of State publicly financed health coverage programs by providing each employee with, at a minimum, the following web site link for additional information <http://insurenwnewmexico.state.nm.us/>.
- 38.4 For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it) these requirements shall apply the first day of the second month after the SE reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of Two hundred and fifty thousand (\$250,000); Five hundred thousand dollars (\$500,000), or One million dollars (\$1,000,000), depending on the dollar value threshold in effect at that time.
- 38.5 The SE shall agree to include the provisions of this Article in all subcontracts involving entities whose employees reside within that State of New Mexico, including provider agreements, and all other sub-agreements used to fulfill the SE's obligations under this Contract.
- 38.6 The SE agrees to obtain verification of its subcontractors and network providers for compliance with this Article. Failure of any subcontractor or network provider to comply with this Article shall be reported to the Collaborative immediately upon SE's knowledge of such failure and the SE shall advise the non-complying subcontractor or network provider that failure to cure the deficiency can result in immediate termination of the subcontract or provider agreement, or as may be mandated by the Collaborative.

ARTICLE 39 – ENTIRE AGREEMENT/MERGER

This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Revisions required by CMS, state or federal requirements to the original Contract shall not require an amendment agreed to by both parties.

ARTICLE 40 – DUTY TO COOPERATE

The parties agree that they will cooperate in carrying out the intent and purpose of this Contract. This duty includes specifically, an obligation by the parties to continue

performance of the Contract in the spirit it was written, in the event they identify any possible errors or problems associated with the performance of their respective obligations under this Contract.

ARTICLE 41 – PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-19, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 42 – WORKERS COMPENSATION

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

ARTICLE 43 – INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

ARTICLE 44 – ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective to waive any other rights.

ARTICLE 45 – AUTHORITY

If the SE is other than a natural person, the individual(s) signing this Contract on behalf of the SE represents and warrants that he or she has the power and authority to bind the SE, and that no further action, resolution, or approval from the SE is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of execution by the State Contracts Officer, below.

STATEWIDE ENTITY

By: *Gregory A. Boyer*
Title: *CEO*

Date: MARCH 6, 2009

STATE OF NEW MEXICO

Approved as to Form and Legal sufficiency:

By: *[Signature]*
Counsel for the Collaborative

Date: 3/4/09

EFFECTIVE
JUL 01 2009
CONTRACT REVIEW BUREAU

DEPARTMENT OF FINANCE AND ADMINISTRATION

By: *Bl* *Mate*
State Contracts Officer

Date: 5-13-09

EFFECTIVE
JUL 01 2009
CONTRACT REVIEW BUREAU

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross Receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID Number: 03-140512-001

By: *[Signature]*

Date: 3/9/09



IN WITNESS WHEREOF, the following statutory members of the NM Interagency Behavioral Health Purchasing Collaborative have executed this Contract on the behalf of their respective agencies and organizations only to the extent of their statutory authority as members of the Collaborative.

Cindy Padilla

Cindy Padilla, Secretary
Aging and Long-Term Services Department

1.26.09

Date

Dorian Dodson

Dorian Dodson, Secretary
Children, Youth and Families Department

1/27/09

Date

Gail Diaz for Joe Williams

Joseph R. Williams, Secretary
Corrections Department

1/26/09

Date

Katherine Miller

Katherine Miller, Secretary
Department of Finance and Administration

2.12.09

Date

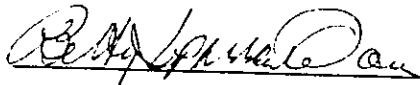
Alfredo Vigil

Alfredo Vigil, Secretary
Department of Health

1/22/09

Date





Betty Sparrow Doris, Secretary
Department of Workforce Solutions

1-22-09

Date



Gary Girori, Secretary
Department of Transportation

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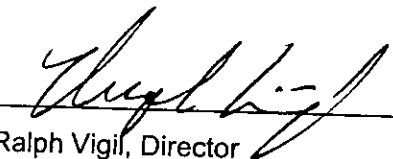
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Patrick Putnam, Executive Director
Developmental Disabilities Planning Council

1/22/09

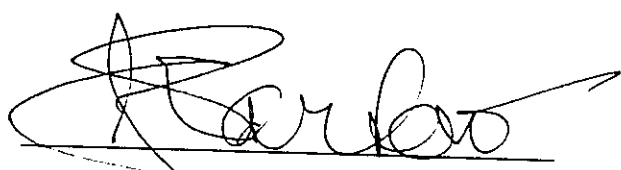
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Ralph Vigil, Director
Division of Vocational Rehabilitation

1/29/09

Date




Jim Parker, Executive Director
Governor's Commission on Disability

1/27/09

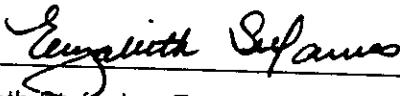
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Bruce Perلمان
~~Governor's Senior Health Policy Advisor~~
Deputy Chief of Staff

1-27-09
Date




Elizabeth Stefanics, Executive Director
Health Policy Commission

1/28/09
Date




Pamela S. Hyde, Secretary
Human Services Department

1/22/09
Date



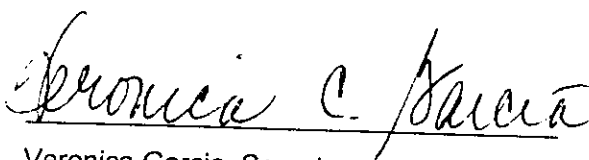
Alvin H. Warren, Secretary
Indian Affairs Department

1/26/09
Date



Jay Ozar, Executive Director
Mortgage Finance Authority

1/30/09
Date

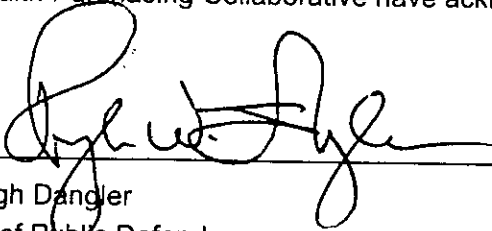


Veronica Garcia, Secretary
Public Education Department

1-27-09
Date



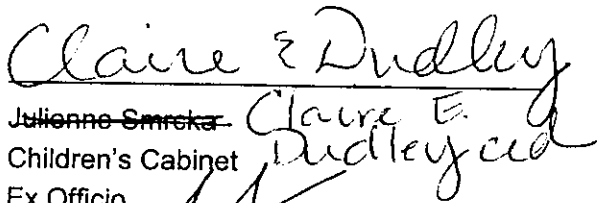
IN WITNESS WHEREOF, the following *ex-officio* members of the NM Interagency Behavioral Health Purchasing Collaborative have acknowledged their support for this Contract:



Hugh Dangler
Chief Public Defender
Ex Officio

1/27/09

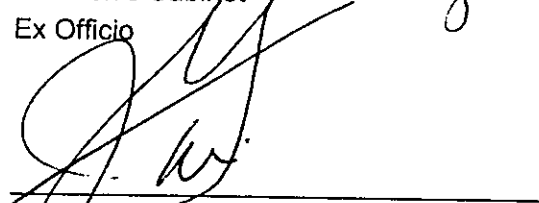
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~~Julienne Smrcka~~ Claire E. Dudley
Children's Cabinet
Ex Officio

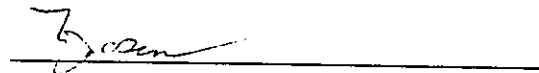
01/29/09

Date



John Garcia, Secretary
Department of Veterans Services
Ex Officio

Date



Reed Dassenbrock, Secretary-Designate
Department of Higher Education
Ex Officio

1/30/09

Date



APPENDIX XXX

FY 2010 Funding Table

Department	Funding Source (Fed/State)	Total Funding ¹	Min. Percent Req. Direct Services	Percent Other Allowed ²	Individuals Served	Programs/Services Provided	Special Parameters
NMCD - Community Programming	Community Offender Management (Probation and Parole) - General Fund	\$3,669,200	97 percent \$3,559,124	3 percent \$110,076	Individuals under NMCD supervision in the community, either probation or parole, or discharging from prison or jail to community supervision.	Outpatient services for BH, Residential Substance Abuse programming, and life maintenance services	See General Fund Appropriations; NMCD Strategic Plan, Budget-based Performance Measures
	Community Corrections Fund - General Fund	\$2,924,300	97 percent \$2,836,571	3 percent \$87,729	Individuals under NMCD supervision in the community, either probation or parole, or discharging from prison or jail to community supervision.	Outpatient services for BH, Residential Substance Abuse programming, and life maintenance services	NMCD Strategic Plan, Budget-based Performance Measures; Community Corrections Statute: NMSA 33.9.1 - 33.9.10 (1989)
ALTS	General Fund	\$59,401	100 percent \$59,401	0 percent	Persons age 55 and older	Provide individual and group peer counseling services. Such services shall be provided in home and community-based settings, including senior centers.	
HSD	Medicaid: Managed Care, Federal	\$202,827,000	86 percent \$174,431,220	14 percent \$28,395,780	All Medicaid-eligible individuals enrolled in managed care	Medicaid Behavioral Health Services as identified in HSD/MAD regulations	Projected Amount. Final amounts depend on negotiated rates and actual number of enrolled individuals
	Medicaid: Managed Care, State	\$53,597,000	86 percent \$46,093,420	14 percent \$7,503,580	All Medicaid-eligible individuals enrolled in managed care	Medicaid Behavioral Health Services as identified in HSD/MAD regulations	Same as above

¹ Amounts are subject to final federal, state and other fund source appropriations, awards, approvals or final negotiated amounts.

² Unless otherwise specified, percentage available for non-direct services; can include operating costs as well as other non-direct costs such as operational activities, training, evaluation



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FY 2010 Funding Table

Department	Funding Source (Fed/State)	Total Funding ¹	Min. Percent Req. Direct Services	Percent Other Individuals Served Allowed ²	Programs/Services Provided	Special Parameters		
HSD	Medicaid: Coordinated FFS, Federal & State	\$46,306,500 The projected State share is 23.1% (approximately \$10,692,500)	\$39,765,500	\$6,541,000 This amount is not based on a % of total available dollars, but is a negotiated per member per month fee that will vary by number of enrollees. The State/Federal split is 50/50.	All Medicaid-eligible individuals not enrolled in managed care	Medicaid Behavioral Health Services as identified in HSD/MAD regulations	Claims and administrative fees are projected amounts subject to variation based on enrollment and utilization trends. Claims for direct services are passed through to HSD for payment. The admin fee is a set amount per month per enrollee, therefore, the percentage of total will vary depending on the relationship between the number of enrollees and total claims paid.	
	BHSD: General Fund Substance Abuse	\$14,699,530	88.2 percent = \$12,964,987	11.8 percent = 1,734,543	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Substance Abuse Residential, Outpatient Svcs; Detox; Opioid Replacement Therapy; Native American Svcs; Women's Comprehensive Svcs. Outreach; Methamphetamine Treatment; Methamphetamine Contingency; Reg detox tx in DeBaca; SA Prg Eddie Co.; Long-term DA/AIC rehab-Taos Co.; Mobile Crisis ; Navajo Nation Total Community Approach;	Funds will be expended as directed by BHSD.	
		\$2,971,817	92 percent = \$2,734,072	8 percent = \$237,745				
		\$18,332,203	88.2 percent = \$16,169,003	11.8 percent = \$2,163,200	TOTAL SUBSTANCE ABUSE			
	BHSD: General Fund Mental Health	\$2,163,191	92 percent = \$1,990,136	8 percent = \$173,055		Mental Health Inpatient & Outpatient Services; Jail Diversion; Sexual Assault Svcs; School-Based MH Svcs; Supported Employment, Compulsive Gambling; Psychotropic Medications; Veterans BH Services (PTSD);	Funds will be expended as directed by BHSD.	



APPL JIX xxx
 FY 2010 Funding Table

Department	Funding Source (Fed/State)	Total Funding ¹	Min. Percent Req. Direct Services	Percent Other Individuals Served Allowed ²	Programs/Services Provided	Special Parameters
HSD		\$492,525	92 percent = \$453,123	8 percent = \$39,402	Expanded Mental Health	
		\$750,000	99.47 percent = \$746,000	.53 percent = \$4,000	Supportive Housing	
		21,737,919.00	19,358,262.00	2,379,657.00	TOTAL MENTAL HEALTH	
	BHSD: Community MH Block Grant - Federal	\$1,485,189	100 percent \$1,485,189	0 percent	Mental Health Outpatient Services;	CMH Federal Block Grant requirements
	BHSD: SAPT Block Grant - Federal	\$4,893,866	100 percent \$4,893,866	0 percent	Substance Abuse Residential; Inpatient & Outpatient Services; Detoxification; Opioid Replacement Therapy; Native American Services. Women's Comprehensive Services. Outreach	SAPT Block Grant Federal Requirements
HSD	SAPT Block Grant - Federal	\$ 2,134,300	100 percent \$ 2,134,300	0 percent	Evidence-Based Prevention Programs	Must follow SAPT Block Grant Requirements
	BHSD: Access to Recovery (ATR II) -Federal	\$4,310,000	100 percent \$4,310,000	0 percent	Voucher-based substance abuse treatment referral system	ATR federal requirements
	BHSD: Co-SIG - Federal	\$288,200	100 percent \$288,200	0 percent	Infrastructure Development to provide co-occurring treatment. Contracts for 3 pilot sites plus system development and data	COSIG requirements;
	HSD/ISD TANF (Federal)	\$800,000	85 percent \$680,000	15 percent \$120,000	Substance abuse services that assist the individual to be ready for employment	TANF federal requirements



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 FY 2010 Funding Table

Department	Funding Source (Fed/State)	Total Funding	Min. Percent Req. Direct Services	Percent Other Individuals Served Allowed ²	CYFD and non-CYFD involved/ referred youth (to age 21); those at risk of CYFD involvement	Programs/Services Provided	Special Parameters
CYFD	General Fund	\$6,249,100	96.8 percent \$6,049,129	3.2 percent \$199,971	CYFD and non-CYFD involved/ referred youth (to age 21); those at risk of CYFD involvement	Children's BH Services	HB 2 - \$4
	Federal	\$172,000	100 percent \$172,000	0 percent		MST - Training	
	General Fund	\$2,441,600	96.8 percent \$2,363,469	3.2 percent \$78,131	CYFD and non-CYFD involved/ referred youth (to age 21); those at risk of CYFD involvement	Shelter Care/Family Shelter Care and Safehouse Services	HB 2 - \$4
	General Fund -	\$886,100	96.8 percent \$857,745	3.2 percent \$28,355	Girls referred or approved by the Juvenile Justice Facilities Behavioral Health Director of CYFD or an appropriate designee	Gender specific services for girls involved in juvenile justice system	HB 2 - \$4
DOH	Prevention General Fund	\$2,753,624	86.7 percent \$2,387,392	13.3 percent \$366,232	Children, families and communities; Prevention: targeted to individuals, families and communities not in need of treatment services. Specific services 0 - 6 year olds; K - 6 th grade; 12 - 17 year olds; and targeted community services.	Evidence-Based Prevention Programs	Must be used to purchase evidence-based prevention programming



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FY 2010 Funding Table**

Department	Funding Source (Fed/State)	Total Funding ¹	Min. Percent Req. Direct Services	Percent Other Individuals Served Allowed ²	Programs/Services Provided	Special Parameters
DOH	DDSD - Respite Services, GF	75,000	97 percent \$72,750	3 percent \$2,250	Families of children and youth up to age twenty-one with an autism spectrum disorder, have intense behavioral health needs and meet other eligibility criteria.	Autism Spectrum Disorder (ASD) Funds will be expended as directed by DOH
	Safe and Drug Free Schools Federal Funds, Governor's portion	\$499,661	100 percent \$499,661	0 percent	Children, Families and Communities	Evidence-Based Prevention Title IV of the Elementary and Secondary Education Act
	Strategic Prevention Framework	\$2,429,250	100 percent \$2,429,250	0 percent	Communities with a special focus on 15-24 year olds	Evidence-based environmental strategies. NM Strategic Prevention Framework; SIG Terms and Conditions
FUNDING TABLE GRAND TOTAL		\$378,210,557	\$330,425,508	\$47,785,049		

