STATE OF NEW MEXICO
PROFESSIONAL SERVICES CONTRACT
CONTRACT AMENDMENT NO. 11

THIS CONTRACT AMENDMENT NO. 11 ("Amendment No. 11") to Contract No. 09-630-7903-0063 is made and entered into by and between the State of New Mexico Interagency Behavioral Health Purchasing Collaborative (hereinafter referred to as the "Collaborative"), and UnitedHealthcare Insurance Company and United Behavioral Health, through their joint venture OptumHealth New Mexico, the Statewide Entity (hereinafter referred to as "SE" or the "CONTRACTOR").

WHEREAS, the Collaborative was created in 2004 for "[t]he purpose of creating a single behavioral health purchasing collaborative . . . to develop a statewide system of behavioral health care that promotes the behavioral health and well-being of children, individuals and families; encourages a seamless system of care that is accessible and continuously available; and emphasizes prevention and early intervention, resiliency, recovery and rehabilitation" [§9-7-6.4 and §24-1-27 NMSA 1978]; and

WHEREAS, the New Mexico Human Services Department ("HSD") is a member of the Collaborative, which contracts to provide behavioral health care services to Medicaid and non-Medicaid eligible individuals; and

WHEREAS, the Behavioral Health Purchasing Collaborative voted during their April 12, 2012 meeting to approve a contract amendment to establish the FY 13 funding table and to incorporate the revisions and additions of the language herein; and

WHEREAS, HSD has received approval from the federal Centers for Medicare and Medicaid Services ("CMS") of a certain 1915(b) waiver (permissible waiver to Section 1915(b) of the Social Security Act) to provide Medicaid managed care behavioral health services to eligible individuals; and

WHEREAS, the Collaborative and the CONTRACTOR entered into Contract No. 09-630-7903-0063 (as amended, the "Contract") on or about January 22, 2009; and

WHEREAS, HSD has proposed a new model to provide behavioral health services to Medicaid and non-Medicaid eligible individuals through Centennial Care, currently scheduled to be operational on or about January 1, 2014; and

WHEREAS, HSD will be seeking a waiver under section 1115(b) of the Social Security Act ("the 1115 waiver") from CMS to provide Medicaid services, including behavioral health services, to eligible individuals in Centennial Care; and

WHEREAS, it is advantageous to HSD Medicaid and non-Medicaid recipients to continue behavioral health services through the Collaborative until such time as alternative arrangements have been approved and are fully operational; and

WHEREAS, HSD is aligning all managed care Medicaid contracts to comply with state government mandates for medical homes and aligning readiness in the health care system for Centennial Care; and

WHEREAS, HSD anticipates that the CONTRACTOR and each other current managed care organization that provides services to Medicaid eligible recipients will enter into a Transition Agreement that directs the transition of membership and services to Centennial Care contractors; and

WHEREAS, HSD's Chief Legal Counsel and Chief Financial Officer have made a determination that this Agreement is exempt from the provisions of the New Mexico Procurement Code [13-1-28 NMSA 1978 *et seq.*] under §13-1-98.1 NMSA 1978, for the purpose of creating a network of health care providers to provide services to Medicaid and non-Medicaid eligible recipients that will or is likely to reduce health care costs, improve quality of care or improve access to care:

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE CONTRACT ARE HEREBY AMENDED AS FOLLOWS:

The second paragraph of the preamble to the Contract, found on page 6, is amended to read:

Upon becoming effective, the term of this Contract shall be from July 1, 2009 through December 31, 2013, unless otherwise amended or terminated pursuant to its terms.

Article 1 – Recitals is amended as follows:

1.2 The current language is amended and deleted in its entirety to read as follows: [Reserved].

Article 3 – CONTRACTOR Responsibilities is amended to add the following:

3.13(A)

15. Provider-Preventable Conditions (PPCs) Including Health Care-Acquired Conditions (HACs). In accordance with Section 2702 of the Patient Protection and Affordable Care Act (P.L. 111-148)(the "ACA"), and to the extent applicable, , to the Medicaid managed care behavioral health services provided by the SE, the SE will, (1) have mechanisms in place to preclude payment to providers for PPCs, (2) shall require provider self-reporting through claims systems and (3) track the PPC data and report to HSD via the encounter file. PPCs including HACs apply to the Medicaid inpatient hospital settings and are defined as the full list of Medicare's HACs. To ensure enrollee access to care, any reductions in payment to providers must be limited to the added costs resulting from the PPC. The

SE must use existing claims systems as the platform for provider self-reporting and report to HSD via the encounter data.

3.16(B)(2)

d. If the cash reserve account falls below the required amount, the SE shall increase the reserve account to the one hundred percent (100%) level within thirty (30) days. Failure to maintain the reserve as directed above will result in financial penalties equal to twenty-five percent (25%) of the shortfall in the account each month. If the cash reserve account exceeds one hundred and five percent (105%) of an amount equal to three percent (3%) of the annualized capitation as determined above for more than two (2) months, the SE shall reduce the reserve to the one hundred percent (100%) level and the SE shall comply with such direction within thirty (30) days.

3.17

P. The SE shall comply with all program integrity provisions of the ACA, including:

1. Use of the National Correct Coding Initiative (NCCI) in Medicaid, in accordance with specified requirements;

2. Enhanced provider screening and enrollment, Section 6401;

3. Termination of provider participation, Section 6501;

4. Provider disclosure of current or previous affiliation with excluded provider(s), Section 6401; and

5. Suspension of payments pending an investigation for credible allegations of fraud, Section 6402;

Q. The SE shall cooperate fully in any activity performed by the HSD-Medicaid Recovery Audit Contractor ("RAC"). The SE and its subcontractors and participating Network Providers shall, upon request, make available to the RAC any and all administrative, financial and medical records relating to the delivery of items or services under this Contract for which State monies are expended, unless otherwise provided by law. In addition, the RAC 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 participating network providers relating to the delivery of items or services under this Contract.

3.22 TRANSITION

The Parties agree to negotiate a plan for Transition that is mutually acceptable and that

incorporates those requirements set forth in this Section 3.22. The SE shall comply with all requirements of NMAC 8.305.16, NMAC 8.306.16 and NMAC 8.307.16. The SE shall have the resources, policies and procedures related to transition of care, including continuity of care in place, and shall ensure transition of care, without disruption in service to members. This transition includes transition to Centennial Care MCOs and any non-Medicaid MCO.

A. General Requirements

1. The SE shall, in collaboration with HSD, to:

a. within ninety (90) days of the effective date of Amendment No. 11, develop and provide to the Collaborative written policies and procedures that addresses the clinical transition issues and transfer of potentially large numbers of members into or out of its organization and shall be submitted to HSD for review and approval. These policies and procedures shall include how the SE proposes to identify members currently receiving services;

b within ninety (90) days of the effective date of Amendment No. 11 develop and provide to the Collaborative a detailed plan for the transition of an individual member, which includes member and provider education about the SE and the SE's process to assure any existing courses of treatment are revised as necessary;

c. identify members and provide necessary data and clinical information to the Centennial Care MCOs for members switching plans, either individually or in large numbers to avoid unnecessary delays in treatment that could be detrimental to the member;

d. within ninety (90) days after HSD publically identifies the Centennial Care MCOs enter into a Memorandum of Understanding with each Centennial Care MCO that outlines the transition of care, including continuity of care, to ensure transition of care without disruption in services to Medicaid recipients; and

e. ensure the transition of care requirements outlined above can be met with both individual and mass enrollment into and out of the SE.

2. Encounter and Data Requirement. The SE shall provide pharmacy, dental, practitioner, vision, durable medical equipment and transportation encounter data for the 365 days immediately preceding the transition to another MCO for each member identified as individuals with special health care needs, each home and community-based waiver recipient, each member receiving long-term services, each member eligible for disease management, and each member receiving care coordination to another

MCO as directed by HSD. The Collaborative reserves the right to include other encounter data and other populations as it deems necessary.

3. HSD/MAD will withhold twenty-five percent (25%) of the last monthly capitation payment to the SE until all transition requirements are completed and approved by HSD.

Article 3 – CONTRACTOR's Responsibilities, Subparagraph 3.16(B)(2)(b) is amended and restated in its entirety as follows:

b. The SE shall deposit an amount equal to three percent (3%) of the estimated annualized monthly capitation payments per consumer into a reserve account with an independent trustee during each month of the first year of this Contract. The SE shall maintain this cash reserve for the duration of this Contract. The Collaborative shall adjust this cash reserve requirement annually, as needed, based on the number of consumers. The cash reserve account may be accessed solely for payment for covered services to consumers in the event that the SE becomes insolvent. Money in the cash reserve account remains the property of the SE, including any interest earned. The SE shall be permitted to invest its cash reserves with the Collaborative's approval and consistent with the Division of Insurance regulation and guidelines.

Article 3 – CONTRACTOR Responsibilities, Subparagraph 3.19(B)(8) is amended and restated in its entirety as follows:

8. The SE shall submit encounter files with no more than a three percent (3%) error rate per invoice type (837I, 837 P, 837D, NCPDP). HSD will monitor the SE corrections to denied encounters by random sampling. Seventy-five percent (75%) of the denied encounters included in the random sample must have been corrected and resubmitted by the SE within thirty (30) days of denial

Article 3 – CONTRACTOR Responsibilities, Subparagraph 3.19(C)(2) is amended and restated in its entirety as follows:

2. The SE shall submit to HSD at least sixty percent (60%) of its encounters within sixty (60) days of the SE's date of payment; at least eighty percent (80%) of its encounters within ninety (90) days; and a total of ninety-five percent (95%) of its encounters within one hundred and twenty (120) days of the SE's date of payment to the provider in accordance with the specifications included in the HSD/MAD MCO/CSP System Manual, regardless of whether the encounter is from a subcontractor or subcapitated arrangement.

Article 6 – Payment and Financial Provisions is amended to add the following:

6.1

C. For the purpose of the HSD medical loss ratio ("MLR") calculation, the SE's income generated under this Contract includes all Medicaid managed care revenue including but not limited to, all capitation payments, net of premium taxes, adjustments and NMMIP assessments, all collections and recoveries, and all interest earned exclusively on the SE's segregated Medicaid reserve accounts required to be maintained by the SE under this Contract. If the SE fails to meet the maximum percentage of Administrative Costs (14%) or the minimum of Direct Medical Services (86%) over the life of this Contract, then the Collaborative may impose a monetary penalty of three percent (3%) of the SE's last monthly Medicaid manage care capitation payment.

D. The SE shall have net profit/margins of no more than three percent (3%) of revenue generated under this Contract for the Medicaid managed care program. Excess profits margins shall be expended on service-related programs as designated by HSD or recommended by the SE and approved by HSD.

6.14

I. Payments for Services Rendered at Indian Health Services and Tribal 638 facilities

a. The Collaborative will pay the SE, on a quarterly basis, for the costs of services of Native Americans provided at Indian Health Services ("IHS") and Tribal 638 facilities. This payment shall be separate from the capitation rate process and be based upon the State's validation of data provided by the SE to HSD. Reimbursement to the SE shall be based on encounters that have clearly all system edits in the Medicaid Management Information System ("MMIS") per quarter. HSD will cross reference the "Payments to IHS and Tribal 638 Providers" (Report HSD-12) each quarter; however, the encounters paid and accepted by HSD will supersede or take preference if there is a difference between paid encounters versus Report HSD-12. Report HSD-12 must be submitted by the SE within forty-five (45) days of the quarter-end of their payment for services.

b. The SE shall have up to two (2) years from a claim's first date of service to finalize a claim. Claims not submitted within two (2) years of the first date of service will not be reimbursed.

c. The Collaborative shall make the final payment for IHS encounters six

months after the term of this Contract.

Article 6 – Payment and Financial Provisions, subparagraph 6.3(A) is amended and restated in its entirety as follows:

6.3

A. **Ceiling on Administrative Spending**. The Collaborative has set ceilings on the percent of funding, by funding source, that can be used for non-direct services (administrative expenses) under the terms of this Contract as shown in Appendix xxx (Funding Table). This percentage is based on the amount of funds to be spent on direct services; it is not a straight percentage of total funding. The Medicaid managed care ceiling shall limit the spending to no more than fourteen percent (14%) of all combined SE Medicaid managed care revenue, net premium taxes, adjustments and New Mexico Medical Insurance Pool (NMMIP) assessments, on administrative costs, including administrative expenses for all delegated entities over the life of this Contract. The Collaborative reserves the right, in accordance with and subject to the terms of this Contract including Article 36 (Amendments), to reduce or increase the maximum allowable percentage for administrative expenses over the course of this Contract. Medicaid managed care revenue shall be calculated to include but is not limited to: all capitation payments, net of premium taxes, adjustments and NMMIP assessments, all collections and recoveries, and all interest earned exclusively on the SE's segregated Medicaid reserve accounts required to be maintained by the SE under this Contract.

If the SE fails to meet the maximum percentage of Administrative Costs (14%) or the minimum percentage of Direct Medical Expenses (86%) as shown in Appendix xxx (Funding Table) over the life of this Contract for Medicaid managed care, then the Collaborative can impose a monetary penalty of three percent (3%) of the SE's last monthly Medicaid manage care capitation payment.

Article 9 – Termination is amended as follows:

9.1 This Contract shall terminate on December 31, 2013, unless extended by written agreement of the Parties.

Article 19 – Subcontracts, Subparagraph 19.4(B) and 19.4(O) are amended and restated as follows:

19.4

B. The SE shall submit to the Collaborative for prior approval boilerplate contract language and/or sample contracts for each type of subcontract/provider agreement. Any changes to contract templates/sample contracts shall be approved by the Collaborative prior to execution by any subcontractor. The SE shall include and require the subcontractor/provider to disclose whether or not the subcontractor/provider contracts out any services, including but not limited to,

billing and claims data, what services are subcontracted out, and the physical location (not a P.O. Box) of all of its documents.

O. Minimum Requirements: Subcontracts shall contain the following provisions (references to an outside source, such as a provider manual, are unacceptable) or, if previously approved, be revised within sixty (60) days after the effective date of Amendment No. 11:

1. Subcontracts shall be executed in accordance with all applicable federal and state laws, regulations, policies, procedures and rules, including the prohibition against discrimination;

2. Subcontracts shall identify the parties to the subcontract and their legal basis of operation in the State of New Mexico;

3. Subcontracts shall include the procedures and specific criteria for terminating the subcontract;

4. Subcontracts must identify the services to be performed by the subcontractor. Subcontracts shall include provision(s) describing how services provided under the terms of the subcontract are accessed by consumers;

5. Subcontracts shall include the reimbursement rates and risk assumption, if applicable;

6. Subcontracts shall require subcontractors to maintain all records relating to services provided to consumers for a ten (10) year period and shall make all consumer medical records or other service records available for the purpose of quality review conducted by the Collaborative, or their designated agents both during and after the contract period;

7. Subcontracts shall require that consumers information be kept confidential, as defined by federal and state law and be compliant with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), as amended ("HIPAA");

8. Subcontracts shall include provisions that authorized representatives of the Collaborative have reasonable access to the subcontractor's facilities and records for financial and medical audit purposes both during and after the contract period;

9. Subcontracts shall include provisions requiring the subcontractor to release to the SE any information necessary for the SE to perform any of its obligations under this Contract and that the SE shall be monitoring the

subcontractor's performance on an ongoing basis and subjecting the subcontractor to formal periodic review;

10. Subcontracts shall state that the subcontractor shall accept payment solely from the SE as payment for any services included in the benefit package, and that the subcontractor may not request payment from the Collaborative for services performed under the subcontract;

11. Subcontracts shall have criteria and procedures for terminating the subcontract, including a provision for the imposition of sanctions for inadequate subcontractor performance, and terminating, rescinding, or cancelling the contract for violations of applicable Collaborative requirements;

12. Subcontracts shall not prohibit a subcontractor/provider from entering into a subcontract with another MCO;

13. Subcontracts may not include an incentive or disincentive that encourages a provider or other subcontractor not to enter into a contractual relationship with another MCO;

14. Subcontracts shall not contain any gag order provisions or sanctions against providers who assist consumers in accessing the grievance process or otherwise act to protect consumers' interest;

15. Subcontracts with pharmacy providers shall include a payment provision consistent with NMSA 1978, §27-2-16(B);

16. Subcontracts with providers shall contain a provision requiring at least thirty (30) days' notice of an intent by the SE to diminish, materially change, or substantially reduce services provided pursuant to the subcontract, and shall require continuation of services on a status quo basis during this thirty (30)-day period and, further, shall require negotiations with the SE and, to the extent the Collaborative desires, with the Collaborative regarding continuation or transition of said services;

17. As applicable, the subcontract shall identify the OMB Circular A-133 requirements, including:

    a. identifying the Catalog of Federal Domestic Assistance (CFDA number 93-958 for the CMHS Block Grant and CFDA number 93.959 for the SAPT Block Grant) and stating that subcontractor shall conduct an A-133 audit if it meets the $500,000 of federal funds threshold; and

b. the language regarding allowable and unallowable cost/activities as specified by this Contract or regulation;

18. Subcontracts to entities/individuals that receive at least $5 million shall include detailed information regarding employee education of the New Mexico False Claims Act, NMSA 1978, §§27-14-1 *et seq.*;

19. Subcontracts shall include a provision that requires subcontractors to perform criminal background checks, as required by law, for all individuals providing services;

20. Subcontracts shall include a provision requiring providers to submit claims electronically; however, transportation, meals, lodging, low volume or low dollar providers may have this requirement waived;

21. Subcontracts shall include the requirements set forth in Executive Order 2007-049 regarding subcontracting health coverage requirements; and

22. The SE is prohibited, and each contract shall contain a provision that prohibits the subcontractor, from contracting with an individual provider, or an entity, or an entity with an individual who is an officer, director, agent, or manager who owns or has a controlling interest in the entity, who has been convicted of crimes specified in Section 1128 of the Social Security Act, or is otherwise excluded from participation in a state's Medicaid, Medicare, or any other public or private health or health insurance program.

23. Subcontracts shall include a provision that the subcontractor will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. §§12101 *et seq*.

Article 31 – Conflict of Interest is amended and restated in its entirety:

31.1 The SE represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services under this Contract.

31.2 The SE further represents and warrants that it has complied with, and during the term of this Contract, will continue to comply with, and that this Contract complies with, all applicable provisions of the New Mexico Government Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the SE specifically represents and warrants that:

A. in accordance with Section 10-16-4.3 NMSA 1978, the SE does not employ, has not employed, and will not employ during the term of this Contract any

Collaborative employee while such employee is employed by the Collaborative and participating directly or indirectly in the Collaborative's contracting process;

B. this Contract complies with Section 10-16-7(A) NMSA 1978 because:

1. the SE is not a public officer or employee of the State of New Mexico;

2. the SE is not a member of the family of a public officer or employee of the State of New Mexico;

3. the SE is not a business in which a public officer or employee or the family of a public officer or employee of the State of New Mexico has a substantial interest; or

4. if the SE is a public officer or employee of the State of New Mexico, a member of the family of a public officer or employee of the State of New Mexico, or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Contract was awarded pursuant to a competitive process;

C. in accordance with Section 10-16-8(A) NMSA 1978:

1. the SE is not, and has not been represented by a person who has been a public officer or employee of the State of New Mexico within the preceding year and whose official act directly resulted in this Contract; and

2. the SE is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State of New Mexico whose official act, while in State employment, directly resulted in the Collaborative's making this Contract;

D. this Contract complies with Section 10-16-9(A) NMSA 1978 because:

1. the SE is not a legislator;

2. the SE is not a member of a legislator's family; or

3. the SE is not a business in which a legislator or a legislator's family has a substantial interest; or

4. if the SE is a legislator, a member of a legislator's family, or a business in which a legislator of legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Contract is not a sole source or small purchase contract, and this

Contract was awarded in accordance with the provisions of the Procurement Code [13-1-28 *et seq.* NMSA 1978];

E. in accordance with Section 10-16-13 NMSA 1978, the SE has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this or any procurement related to this ; and

F. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the SE has not contributed, and during the term of this Contract shall not contribute, anything of value to a public officer or employee of the Collaborative.

31.3 The SE's representation and warranties in Sections 31.1 and 31.2 of this Article are material representations 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 Collaborative if, at any time during the term of this Contract, the SE learns that the SE's representations and warranties in Sections 31.1 and 31.2 of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it later determined that the SE's representations and warranties in Sections 31.1 and 31.2 of this Article were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances and the SE failed to previously provide the Collaborative with notice thereof, in addition to other remedies available to the Collaborative and notwithstanding anything in this Contract to the contrary, the Collaborative may immediately terminate this Contract.

31.4 All terms defined in the New Mexico Government Conduct Act have the same meaning in this Article.

Article 33 – Cooperation regarding Fraud is amended as follows:

33.5 Any recoupment of funds 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. Any recouped Medicaid funds identified in any action by MFCU or other prosecutorial agency, whether the action is civil or criminal, shall be returned to the State and shall not be retained by the SE The amount returned to the State shall be determined according to the adjudicated claims retained from the time the suspension of payment was initiated.

Appendix xxx FY2012 – Funding Table, of Amendment 10 and referenced in Article 6 of the Contract is replaced with Appendix xxx, FY2013 Funding Table of Amendment 11, on behalf of all member agencies, and is attached and incorporated by reference in its entirety into Amendment 11 and the Contract.

All other articles, provisions and terms of the Contract shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 11 as of the date of the last signature of the SE or any member of the Executive Committee of the NM Interagency Behavioral Health Purchasing Collaborative. Each member of the Executive Committee executes this Amendment only to the extent of his or her statutory authority as a member of the Collaborative and the Executive Committee.

STATE WIDE ENTITY

By: _____ Date: 8/24/12

Title: CEO

STATE OF NEW MEXICO
Approved as to Form and Legal sufficiency

By: _____ Date: 8/29/12
Raymond W. Mensack, Chief Legal Counsel
Human Services Department
Counsel for the Collaborative

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: 03-140568-001

By: _____ Date: 9-4-12

EXECUTIVE COMMITTEE, NEW MEXICO BEHAVIORAL HEALTH PURCHASING COLLABORATIVE

_____ Date: 8/27/12
Yolanda Berumen-Deines, Secretary
Children, Youth and Families Department

_____ Date: 8/29/12
Sidonie Squier, Secretary
Human Services Department

Governing Department of Health Contractor Official:

By: _____ Date: September 4, 2012

Catherine D. Torres, M.D., Cabinet Secretary
Department of Health

APPENDIX xxx
FY 2013 Funding Table
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Funding Source (Fed/State)	Total Funding	Direct Services	Indirect Services	Percent Indirect Services	Individuals Served	Programs/Services Provided	Special Parameters
NM Corrections Department - Community Programming							
Community Offender Management (Probation and Parole) - General Fund	3,148,000	3,053,560	94,440	3.00%	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	2,478,800	2,404,436	74,364	3.00%	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)
GRAND TOTAL NMCD	**5,626,800**	**5,457,996**	**168,804**				
Aging and Long-Term Services Department							
General Fund	55,572	55,572	0	0.00%	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.	
GRAND TOTAL ALTSD	**55,572**	**55,572**	**0**				
Human Services Department							

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Medicaid: Managed Care, Federal	181,416,307	156,018,024	25,398,283	14.00%	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	79,426,693	68,306,956	11,119,737	14.00%	All Medicaid-eligible individuals not 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: Coordinated FFS, Federal	22,036,211	20,786,211	1,250,000	4.40%	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.
Medicaid: Coordinated FFS, State	8,245,789	6,995,789	1,250,000	11.90%	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.
TOTAL MEDICAID	**291,125,000**	**252,106,980**	**39,018,020**				

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BHSD: General Fund Substance Abuse	13,492,463	11,900,352	1,592,111	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Substance Abuse Residential, Outpatient Svcs; Methamphetamine Treatment	Funds will be expended as directed by BHSD.
	50,086		50,086.00				To pay administrative funds for federal grants ($9,362- MHTG; $5,682-NIDA; $8,704-PPW; $26,338-Jail Diversion).
	254,281	224,276.00	30,005.00		Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	SA Native American Services	Funds will be expended as directed by BHSD
	696,100	613,960.00	82,140.00		Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Los Lunas Residential Treatment	Funds will be expended as directed by BHSD
	2,421,032	2,227,349	193,683	8.00%		Total Community Approach	Funds will be expended as directed by BHSD
sub-total - BHSD GF Substance Abuse	**16,913,962**	**14,965,937**	**1,948,025**				
BHSD General Fund Mental Health	14,843,740	13,092,179	1,751,561	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Mental Health Inpatient & Outpatient Services; Supported Employment,	Funds will be expended as directed by BHSD
	50,089		50,089	11.80%			To pay administrative funds for federal grants ($9,363- MHTG; $5,682-NIDA; $8,705-PPW; $26,339-Jail Diversion).
	865,950	763,768	102,182	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Sexual Assault Programs	Funds will be expended as directed by BHSD

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	680,952	600,600	80,352	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Forensic Services	Funds will be expended as directed by BHSD
	143,332	126,419	16,913	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Native American Programs	Funds will be expended as directed by BHSD
	71,155	62,759	8,396	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Compulsive Gambling Program	Funds will be expended as directed by BHSD
	528,971	466,552	62,419	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Jail Diversion Program	Funds will be expended as directed by BHSD
	268,694	236,988	31,706	11.80%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	School Based Mental Health Services	Funds will be expended as directed by BHSD
	428,330	394,064	34,266	8.00%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Psychotropic Medications	Funds will be expended as directed by BHSD
	1,037,993	954,954	83,039	8.00%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Veterans BHS/PTSD	Funds will be expended as directed by BHSD
	1,055,022	1,016,725	38,297	3.63%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Supportive Housing	Funds will be expended as directed by BHSD
sub-total BHSD GF Mental Health	**19,974,228**	**17,715,008**	**2,259,220**				
BHSD: Community MH Block Grant - Federal	1,418,868	1,418,868	0	0.00%	Non-Medicaid-eligible adults (age 18+) who meet certain clinical and financial criteria	Mental Health Outpatient Services	CMH Federal Block Grant requirements. Funds will be expended as directed by BHSD.

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BHSD: SAPT Block Grant - Federal	5,205,626	5,205,626	0	0.00%	Treatment: Non-Medicaid eligible adults (age 18+) who meet certain clinical and financial criteria; and targeted community services.	Substance Abuse Residential & Outpatient Services	SAPT Block Grant Federal Requirements. CMH Federal Block Grant requirements. Funds will be expended as directed by BHSD.
BHSD: SAPT Block Grant - Prevention - Fed	2,186,600	2,186,600	0	0.00%	Children, families and communities; Prevention: targeted to individuals, families and communities not in need of treatment services. Specific services 0 - 6 year olds; k-6th grade; 12-17 year olds and targeted community services.	Evidence-Based Prevention Programs	Must follow SAPT Block Grant Requirements. Funds will be expended as directed by BHSD.
BHSD: SAPT Block Grant - Women's Services - Fed	604,386	604,386	0	0.00%	Women (age 18+) who meet SAPT Block Grant requirements	Substance Abuse Prevention Services for women	Must follow SAPT Block Grant Requirements. Funds will be expended as directed by BHSD.
BHSD: Access to Recovery (ATR III) - Federal	2,158,829	2,111,829	47,000	2.18%	Non-Medicaid-eligible adults (aged 18+) who meet certain clinical and financial criteria	Voucher-based substance abuse treatment referral system.	ATR fed requirements. Funds will be expended and invoiced as directed by BHSD. The admin costs have a dedicated purpose to be prescribed by BHSD. The admin costs will be comprised of $238,175 for OHNM direct admin and $47,000 for ATR Program Support for the period of 7/1/12 to 6/30/13. $18,000 will be made available in SFY 14 (7/1/13 to 9/30/13) representing the last quarter of the Federal Fiscal Year and totaling $65,000.

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BHSD: Jail Diversion Veteran's Fund - Federal	393,741	393,741	0	11.80%	Individuals living in Sandoval, San Juan and McKinley Counties with preference to veterans and a focus on Native American Veterans.	BH treatment as a means for jail diversion	JDVF federal requirements. Funds will be expended as directed by BHSD. $52,677 (11.8%) administrative costs to be paid from state general funds, as directed.
BHSD: MH Transformation (Original) - Federal	309,792	309,792	0		Persons with mental illness or co-occurring disorders who are homeless or at risk of homelessness; target veterans and Native Americans	Supportive Housing, Comprehensive Community Support Services, Consumer Operated Services.	Federal regulations. Funds will be expended as directed by BHSD. $18,725 (5.7%) admin costs will be paid from state general funds, as directed.
BHSD: Nat'l Inst on Drug Abuse (NIDA) - Federal	188,000	188,000	0			Research grant for the evaluation of Total Community Approach programs.	Federal regulations. Funds will be expended as directed by BHSD. $11,364 (5.7%) admin costs will be paid from state general funds, as directed.
BHSD: Crossroads: Supporting Families - Federal	522,800	522,800	0		Women who are pregnant or who have given birth within the prior 12 months who have experienced trauma and substance abuse.	Residential Treatment Pregnant and Post-Partum Women's Program (PPW)	To follow federal regulations. Funds will be expended as directed by BHSD. Total admin cost will not exceed 5.7%.
sub-total BHSD Federal Funds	**12,988,642**	**12,941,642**	**47,000**				
TOTAL BHSD	**49,876,832**	**45,622,587**	**4,254,245**				
GRAND TOTAL HSD	**341,001,832**	**297,729,567**	**43,272,265**				
CHILDREN, YOUTH AND FAMILIES DEPARTMENT							

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General Fund	8,741,900	8,462,159	279,741	3.20%	CYFD and non-CYFD involved/referred youth (to age 21); those at risk of CYFD involvement	Mandatory, Priority and Non-Priority services, allocations will be provided by a separate L.O.D.	HB 2- §4
Sub-Total - GF	**8,741,900**	**8,462,159**	**279,741**				
CMH Block Grant - Federal	397,500	397,500	0	0.00%	CYFD and non-CYFD involved/referred youth (to age 21); those at risk of CYFD involvement	Evidence-Based Programs and Training	CMH Mental Health block grant regulations. To be directed by CYFD.
Sub-Total - Federal	**397,500**	**397,500**	**0**				
GRAND TOTAL CYFD	**9,139,400**	**8,859,659**	**279,741**				
FUNDING TABLE GRAND TOTAL	**355,823,604**	**312,102,794**	**43,720,810**				