

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
BEHAVIORAL HEALTHCARE SERVICES, INC., dba NEW MEXICO SOLUTIONS**

**THIS AMENDMENT** is entered into this 21<sup>st</sup> day of March 2019, by and between **Santa Fe County** (hereinafter the "County"), and **Behavioral Healthcare Services, Inc. dba New Mexico Solutions**, (hereinafter the "Contractor").

**WHEREAS**, on March 14, 2018, the County and the Contractor entered into Agreement No. 2018-0144-CSD/MAM (Agreement) to provide for the Contractor's services during Phase I and Phase II of the planning, design, development and operation of a Behavioral Health Crisis Center (BHCC); and

**WHEREAS**, the term of the Agreement is due to expire March 14, 2019, and the County wishes to continue to benefit from the Contractor's services, increase the compensation payable to the Contractor by the sum of \$40,000.00 and modify the Contractor's Phase I Services; and

**WHEREAS**, according to Article 15 (No Oral Modifications, Written Amendments Required) of the Agreement, the Agreement may be amended by an instrument in writing signed by the parties; and

**WHEREAS**, by this Amendment No.1 the parties wish to amend the Agreement to extend the term from March 14, 2019 to March 14, 2020, amend the Contractor's Phase I Scope of Work for the term of March 14, 2019 to March 14, 2020, and increase the compensation payable to the Contractor by the sum of \$40,000.00 for a not-to exceed sum of \$80,000.00.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows.

1. Article 1 (Scope of Work), second sentence, insert the phrase "Community Services Department (CSD), the County Project Manager" between the words "and the" and "architect."
2. Article 1 (Scope of Work), insert a new subpart B to read [and re-number former "B" as "C"]:

B. By Amendment No. 1 extending the term of this Agreement to March 14, 2020, Contractor shall continue with the completion of **Phase I and Phase II Services** (Article 3.A and 3.B below).

3. Article 1(Scope of Work) **Phase I Services**, subpart A.2, delete the phrase "Within three months following the initial meeting with CSD".
4. Article 1(Scope of Work), **Phase I Services**, subpart A.4, delete the phrase "No later than September 1, 2018."

5. Article 1 (Scope of Work), **Phase I Services**, subpart A.5, delete the phrase "No later than December 1, 2018."

6. Article 1 (Scope of Work), **Phase I Services**, subpart A, delete 6 and 7 in their entirety and replace with following:

6. Contractor will testify on behalf of the County BHCC, and complete a written response(s) to the State of New Mexico Health and Human Services Division, Medicaid Assistance Division, regarding the fee schedule that may have a direct impact on the services to be provided at the BHCC and the Mobile Crisis Response Team services.

7. Contractor will cooperate and work with the County and the County's architect who will design the BHCC, to draft the procurement documents to procure the services of a qualified architect (and contractor if Design Build) method of delivery is used) for the design and construction of the BHCC. Upon award of the BHCC design and construction contract, the Contractor will be a participant in all design and planning meetings with the architect. Using information and input from the behavioral health providers and Contractor's expertise, Contractor shall work with the BHCC architect to complete the final design of the BHCC, including recommendations and specifications for furnishings and equipment. Contractor will also work with the County and the BHCC architect in the planning, design and operational needs of the BHCC.

8. At the appropriate time as determined by the Contractor in consultation with CSD, the Contractor will complete the necessary application materials and submit a letter of intent to the State of New Mexico Department of Health, DHI, to obtain licensure for the BHCC as a fully licensed Behavioral Health Crisis Center.

9. Contractor will work with CSD to develop agreements with partner organizations entities such as CHRISTUS St. Vincent Hospital, Presbyterian Hospital, Presbyterian Medical Services, first responders, law enforcement and the Santa Fe Recovery Center, pertaining to the admission and referral process for BHCC clients. Contractor will identify and develop written agreements for the various agencies that will be represented at the BHCC. The Contractor shall hold no fewer than four meetings with partner organizations in Santa Fe County to discuss and develop collaborative interagency protocols for the BHCC.

9. By Amendment No. 1 to this Agreement, the compensation payable to the Contractor for Phase I Services is increased by \$40,000. The total amount payable to the Contractor for Phase I Services under this Agreement shall not exceed \$80,000.00, inclusive of NM grt.

8. Article 3(Compensation, Invoicing and Set-Off), subpart C, insert a new subparagraph (1) to read:

(1) The total amount payable to the Contractor for Phase I services stated in the original Agreement as \$40,000.00 in C. above, is increased by this Amendment No. 1 by a sum of \$40,000.00. By this Amendment No. 1 the compensation payable to the Contractor for Phase I Services is **increased**; and therefore, after this Amendment No. 1 the total amount payable to the Contractor for Phase I Services shall not exceed **\$80,000.00**, inclusive of NM gross receipts tax.

9. Article 4 (Effective Date and Term), the last sentence is deleted in its entirety and Article 4 is amended by inserting a subpart A to read:

A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended for one year from March 14, 2019 to March 14, 2020.

10. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect, including that the total amount payable to the Contractor is inclusive of NM gross receipts tax.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature below.

SANTA FE COUNTY

  
Katherine Miller  
County Manager

3.21.19  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

3-19-19  
Date

Finance Department:

  
E. Thomas

3.20.19

10. Contractor shall draft written policies and procedures for the operation of the BHCC and its mobile crisis intervention service. All policies and procedures relating to the mobile crisis intervention service and the operation of the BHCC shall have input from CSD before being finalized. Contractor shall submit to CSD final written policies and procedures for the BHCC's operations.

11. At an appropriate time to be determined by the Contractor in consultation with CSD, the Contractor will convene no less than three meetings with appropriate entities for the purpose of implementing telephonic triage and crisis line services as part of the BHCC's operation.

12. If it is impossible for Contractor to engage in the meetings in person, Contractor may participate by telephone. Contractor will timely respond to any communications from the CSD regarding Contractor's activities under this Agreement.

7. Article 3 (Compensation, Invoicing, and Set-Off), **Phase I Services**, delete 5 in its entirety and replace with the following:

5. Upon CDS's receipt of a report on Contractor's testimony and participation in the procurement activities provided for in Article 1.A.6 and 1.A.7 above, the County will compensate the Contractor \$10,000.00, inclusive of NM grt.

6. Upon CSD's receipt of a report, a copy of the letter of intent and the application for licensure as provided in Article 1.A.8 above, the County will compensate the Contractor \$10,000.00, inclusive of NM grt.

7. Upon receipt of a report and copies of the written agreements pertaining to and outlining protocols with partner agencies and agencies represented at the BHCC as provided in Article 1.A.9 above, the County shall compensate the Contractor \$10,000.00, inclusive of NM grt.

8. Upon CSD's receipt of Contractor's written report of the meetings regarding the telephonic triage and a crisis line, and upon CSD's receipt of a copy of the policies and procedures for the Mobile Crisis Response Team and the BHCC as provided in Article 1.A.10 and 1.A.11 above, the County will compensate the Contractor \$10,000.00, inclusive of NM grt.

Erika D. Thomas  
Interim Finance Director

Date

**CONTRACTOR:**

Wanda Figueroa Peralta  
(Signature)

03/13/18  
Date

Dr. Wanda Figueroa Peralta, CEO  
(Print name and title)

