

**AMENDMENT NO. 3  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
BEHAVIORAL HEALTHCARE SERVICES, INC., DBA NEW MEXICO SOLUTIONS**

THIS AMENDMENT is entered into this 14<sup>th</sup> day of January 2020, between Santa Fe County ("County"), and Behavioral Healthcare Services, Inc. dba New Mexico Solutions ("Contractor").

WHEREAS, on March 14, 2018, the County and the Contractor entered into Agreement No. 2018-0144-CSD/MAM (Agreement) to provide for comprehensive planning, design, development and operation of a Behavioral Health Crisis Center (BHCC) and the full operation of a Mobile Crisis Team (MCT). The Agreement provided for Contractor's services to be performed in two phases: Phase I and Phase II; and

WHEREAS, Amendment No. 1 to the Agreement increased the compensation payable to the Contractor, clarified certain aspects of the Contractor's Scope of Work and extended the term of the Agreement to March 14, 2020; and

WHEREAS, Contractor has been providing Phase I services since March 14, 2018, however construction and renovation of the facility where the BHCC is to be housed has yet to be completed and the Contractor has not yet launched a fully operational MCT; 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.3 the parties wish to amend the Contractor's Scope of Work to provide for the continuation and completion of Phase I services and the initiation of Phase II services, including the MCT, to a limited degree until the BHCC facility is completed; increase the compensation payable to the Contractor by the sum of \$380,000.00; and extend the term of the Agreement to June 30, 2020.

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

1. Article I (Scope of Work), insert a subparagraph D to read:

**D. Amendment No. 3 - Continuation of Phases I and II Services.** Upon the effective date of this Amendment No. 3 to this Agreement, Contractor will continue to perform and complete the following services.

- a) Secure temporary office space to provide staff interviews, training and a hub for the MCT.
- b) Hire a BHCC Program Director. The Program Director shall be subject to final approval by the County.
- c) Provide the County with policies and procedures for the MCT.
- d) Hire and train qualified and professional staff for the MCT that will be available 24 hours a day, seven days a week.

- e) Provide the County with agreements and/ or protocols for the MCT, and client flow with 911, law enforcement, first responders and the County detention facilities.
- f) Provider MCT training for 911 staff, law enforcement, first responders and personnel of the County detention facilities.
- g) Coordinate a partnership and have an agreement in place with local "warm lines"/ hotline resources.
- h) Provide the County with agreements that the Contractor develops or negotiates with local hospitals pertaining to the treatment of clients from the ER or hospital.
- i) Provide the County with information sharing agreements with key service providers within the community.
- j) Work with CSD to prepare and submit the application for the BHCC as required by the State of New Mexico Department of Health.
- k) Provide MCT services that offer clients immediate relief of distress in crisis situations and/ or timely and accessible aid to people in crisis 24 hours a day, seven days a week. Provide immediate stability to persons and assist them to return to pre-crisis level.
- l) Provide adults and adolescents over the age of 14 years, crisis services including assessment, intervention and stabilization by telephone or in person.
- m) Deliver immediate relief of distress in crisis situations and/ or timely and accessible aid to people in crisis.
- n) Provide immediate stability to persons in crisis and assist them to return to pre-crisis level.
- o) Provide clients with immediate referral (within two business days) to outpatient mental health services.
- p) Conduct telephonic assessments and possible crisis de-escalation in response to crisis calls to the MCT.
- q) Assist clients that receive MCT services to improve and maintain their community tenure and the ability to recognize and deal with situations that may otherwise result in crisis.
- r) Provide short term respite access for clients in need while they are being connected to services.

Article I (Scope of Work), insert subparagraphs E and F to read:

**E. Amendment No. 3 – Phase I and II Services commencing April 1, 2020. Contractor will continue to perform and complete the following services.**

- a) Provide navigation and follow up services for clients. Services will assist the client to maintain a connection with service providers that offer the client what they need to live successfully and independently in the community

- b) Screen for demographics and social needs of clients using the AHC Screening Tool (see Appendix A).
- c) Provide clients with a "warm" referral to, or arrange for, any additional mental health or substance abuse services that may be needed. Provide follow up services with other community programs for ongoing services ensuring that a beneficial linkage is made.
- d) When MCT provides follow up navigation services, clients will be invited to participate in Santa Fe County Connect that tracks social determinants of health.
- e) Provide clients with limited, short-term immediate transportation services when necessary. Transportation services will be provided by BHCC staff in a NMS vehicle, or through the provision of vouchers for public transportation.
- f) Provide navigation services to resolve social needs that impact health outcomes identified through the AHC Screening Tool. Social needs may be related to housing, transportation, home energy needs, food security, and freedom from interpersonal violence.
- g) Provide "navigators" who are qualified to navigate and guide clients. Educational opportunities for navigators should be made available on an annual basis to navigators to improve and maintain their professional qualifications.
- h) Assure navigation participation in facilitated trainings offered by CSD.
- i) Assess clients' social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance. Collect client demographic data, ER and detention facilities data.
- j) Deliver navigation services tailored to the client's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.
- k) Develop a primary navigation plan with clients or otherwise ensure a "warm hand off" to a *Santa Fe County Connect* partner agency/ navigator who will develop a primary navigation plan. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.
- l) Identify community and social resources tailored to the client's needs and develop and facilitate a network/ team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the client's service providers and documented by the navigator.
- m) Using the *Unite Us* platform provide the CSD with quarterly data on the clients' social determinants of health, demographics, and ER and County detention facilities utilization.

- n) Using the *Unite Us* platform and with the client consent, participate in data sharing with other community and social organizations on activities related to navigation plans and participate in negotiating agreements with community partners. Share non-medical or non-protected health information with other County-funded partners and CSD.
- o) Using *Share NM* post (<https://hcm.share.state.nm.us>) any BHCC community education, outreach and training events on a community calendar and register and update organization information as needed.
- p) Assure that all navigators and BHCC and MCT staff receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.
- q) Participate in *Santa Fe County Connect* activities, including attending director level stakeholder meetings (as well as membership on the *Santa Fe County Connect* planning committee), navigator and client participation in work groups as needed to support collaboration and provider alignment, and participation in public awareness, outreach and communication regarding activities of *Santa Fe County Connect*.
- r) Survey clients served annually to assess their continued engagement with needed resources and satisfaction with Contractor's navigation services.
- s) Follow-up on MCT client referrals either by phone or in person as needed for at least three months to assure individuals have been referred to or are receiving the necessary resources.

**F. Amendment No. 3 – Emergency Funds, Phase I and II Services commencing April 1, 2020.** Contractor has \$10,000.00 available for emergency funds reimbursement (Emergency Flexible Funds). Contractor will be reimbursed for expenditures directly related to providing resources or goods to assist clients mitigate risks, and otherwise non-reimbursable social services for County residents without which their social determinants of health would not be met, or services provided would not be effective. These expenditures by the Contractor will be reimbursed based on the County's Emergency Flexible Funds Protocol (see Appendix B). Reimbursement will be available to Contractor if Contractor has expended funds for purposes deemed necessary for the safety of the clients. Contractor shall adhere to the County's Emergency Flexible Fund protocol to serve as a payer of last resort for one time expenses related to social determinants of health in conformity the protocol in Appendix B.

3. Article 3 (Compensation, Invoicing and Set-Off), delete subpart B in its entirety and replace with subparts B and C to read:

B. By Amendment No. 3 to this Agreement, Contractor will be compensated as described below and upon the County receipt and acceptance of the following Deliverables.

- a) Contractor's invoice shall summarize the monthly reports required for the months of January, February and March, 2020, as described in C.a) below, including a narrative summary of services and accomplishments provided and achieved during the reporting period. The invoice and summary are due by the 10<sup>th</sup> of the month. Upon CSD's acceptance of the Contractor's reports for January, February and March and the services described for the quarter the County will compensate the Contractor a sum not to exceed \$120,000.00, inclusive of NM grt.
- b) Contractor's invoice shall summarize the monthly reports required for the months of April, May and June, 2020, as described in C.b) below, including a narrative summary of services and accomplishments provided and achieved during the reporting period. The invoice and summary are due by the 10<sup>th</sup> of the month. Upon CSD's acceptance of the Contractor's reports for April, May and June and the services described for the quarter the County will compensate the Contractor a sum not to exceed \$250,000.00, inclusive of NM grt.
- c) Contractor may be reimbursed up to \$10,000.00 for expenditures made for qualified emergency purposes as provided in Appendix B.

**Amendment No. 3 - DELIVERABLES**

- a) A monthly report by the 15<sup>th</sup> of February, March and April, 2020. The reports will describe the Contractor's activities for the prior months of January, February and March 2020, respectively. The monthly report will contain a detailed description of progress and/ or completed services and tasks required by the Scope of Work of this Agreement.
- b) A monthly report by the 15<sup>th</sup> of May, June and July, 2020. The reports will describe the Contractor's activities for the prior months of April, May and June, 2020. The monthly report will contain a detailed description of:
  - 1. The number of calls received by the MCT,
  - 2. The number of clients that received services from the MCT. Indicate the number of those served who are between the ages of 14 to 17 and those served who are 18 and older.
  - 3. Provide data and tracking regarding the number and nature of calls received through the local hotline and/ or 911.
  - 4. Collect and analyze data on the MCT to document outcomes achieved including:
    - a. Response time to calls,
    - b. Number of callers diverted from the ER,
    - c. Number of callers diverted from County detention facilities,
    - d. Number of referrals made to local agencies,
    - e. Identify the agencies the MCT utilized in the reporting period, and

- f. The amount of funds expended in categories as provided in the emergency funds protocol (see Appendix B).
- 5. The number of trainings provided on MCT protocols to the following:
  - a. Law enforcement, the City of Santa Fe Police and the County Sheriff,
  - b. First responders, fire departments and EMS,
  - c. Hospital and ER personnel, and
  - d. Mental health service providers.

- c) Provide a quarterly summary of the monthly reports by the 15<sup>th</sup> of the following month after the end of each quarter or three-month reporting period. The County will provide the Contractor with the format that the Contractor should use to prepare the monthly and quarterly reports. Finally, Contractor shall complete an annual written report that is a year-end summary of all the quarterly reports.

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

(3) By Amendment No. 3 to this Agreement, the compensation payable to the Contractor for Phases I and II services is increased by \$380,000. The total amount payable to the Contractor for Phases I and II services as provided herein shall not exceed \$485,000.00, inclusive of NM grt.

5. Article 4 (Effective Date and Term), is amended by inserting a subparagraph B to read:

B. By Amendment No. 3 to this Agreement, the term of this Agreement is extended to June 30, 2020.

6. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY

  
Chair

Santa Fe County Board of County Commissioners

ATTESTATION:

  
Geraldine Salazar  
Santa Fe County Clerk

Date

January 14, 2020

Approved as to form:

  
Rachel A. Brown  
Interim County Attorney

Date

12/17/19

Finance Division:

  
Gary L. J. Girón  
Finance Director

Date

12/24/19

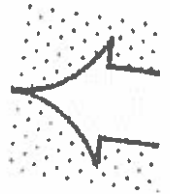
CONTRACTOR:

  
(Signature)

Wanda Figueroa Peralta  
(Print name and title)

Date

12/30/19





1

2

**Appendix A**

**Housing Instability**

1. What is your housing situation today?

☐ I do not have housing (I am staying with others, in a hotel, in a shelter, living outside on the street, on a beach, in a car, abandoned building, bus or train station, or in a park)

☐ I have housing today, but I am worried about losing housing in the future.

☐ I have housing

2. Think about the place you live. Do you have problems with any of the following? (check all that apply)

☐ Bug infestation

☐ Mold

☐ Lead paint or pipes

☐ Inadequate heat

☐ Oven or stove not working

☐ No or not working smoke detectors

☐ Water leaks

☐ None of the above

**Food Insecurity**

3. Within the past 12 months, you worried that your food would run out before you got money to buy more.

☐ Often true

☐ Sometimes true

☐ Never true

4. Within the past 12 months, the food you bought just didn't last and you didn't have money to get more.

☐ Often true

☐ Sometimes true

September 2017

☐ Never true

#### Transportation Needs

5. In the past 12 months, has lack of transportation kept you from medical appointments, meetings, work or from getting things needed for daily living? (Check all that apply)

☐ Yes, it has kept me from medical appointments or getting medications

☐ Yes, it has kept me from non-medical meetings, appointments, work, or getting things that I need

☐ No

#### Utility Needs

6. In the past 12 months has the electric, gas, oil, or water company threatened to shut off services in your home?

☐ Yes

☐ No

☐ Already shut off

#### Interpersonal Safety

7. How often does anyone, including family, physically hurt you?

☐ Never (1)

☐ Rarely (2)

☐ Sometimes (3)

☐ Fairly often (4)

☐ Frequently (5)

8. How often does anyone, including family, insult or talk down to you?

☐ Never (1)

☐ Rarely (2)

☐ Sometimes (3)

☐ Fairly often (4)



Frequently (5)

9. How often does anyone, including family, threaten you with harm?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

10. How often does anyone, including family, scream or curse at you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

A value greater than 10 when the numerical values for answers to questions 7-10 are summed indicates a positive screen for interpersonal safety.

If a positive screen for any of the above questions, ask the individual if they would like navigation assistance for the unmet need (s). If yes, assign an ID and, refer to Primary Navigator and develop a navigation plan.

ID \_\_\_\_\_

Date of Screen: \_\_\_\_\_

Screened by: \_\_\_\_\_

Organization: \_\_\_\_\_

Primary Navigator Assigned/Referred \_\_\_\_\_

ID ASSIGNMENT: At enrollment the person screening and enrolling will assign an ID using the first two letters of the individuals first name, the last two letters of their last name and 4 digits for the month and year of birth.

For example: John Smith born in April of 1977 would be assigned JOTH0477

September 2017



## Protocol for Use of Emergency Flexible Funds

## APPENDIX B

Emergency flexible funds are used to respond to a client's crisis involving housing, transportation, utilities, access to food, or personal safety, and activities related to achieving goals in a navigation plan. A list of pre-approved uses is provided in Exhibit A. Other uses may be allowed by prior written approval of the Health Care Assistance Program Manager. Emergency Flexible Funds are intended to serve as the *payor of last resort*, not to supplant other available funding sources.

Emergency Flexible Funds also should not be used to pay for uses that arise from needs that require ongoing funding, unless the client has secured a source of ongoing funding, such as employment, prior to the request.

When using Emergency Flexible Funds, navigators are encouraged to exercise discretion and be innovative. To extend the available funds, navigators should seek community partners to donate or partially fund the purchase and encourage the individual to contribute, no matter the amount.

Any client of a navigation service is eligible to receive Emergency Flexible Funds. There is no limit on the number of items, frequency, or amount of Emergency Flexible Funds that a client may receive, except that a client may not receive funds for the same item more than once, and the navigation service cannot expend or commit more funds than are present in the account for Emergency Flexible Funds at the time of the request.

The navigation service may obtain an item with Emergency Flexible Funds and give it to the client, or accompany the client and pay for an item with Emergency Flexible Funds, but cannot give the Emergency Flexible Funds to the client to pay for an item.

Emergency Flexible Funds cannot be used for any purpose not specified in this policy.

Navigation services must maintain an internal record of the client's name, item, date, and amount of Emergency Flexible Funds, and each invoice must report the aggregate amount expended for each item and category, and attach the receipts for these expenditures.

If you have any questions regarding this policy, contact the HCAP Program Manager.

## APPENDIX B

HOUSING:	YES	NO:
	Rent (first, last) Sleeping mat Sleeping bag Mold remediation Pest removal Housing repairs or safety modifications such as plumbing and water leaks, electrical, heat, oven, hot water repairs, smoke detectors or grab bars Fees for identification needed to obtain housing	Security Deposit Tent
TRANSPORTATION:	Bus pass Uber and Lyft gift cards Fees for Driver's License or Identification needed to obtain license Vehicle repairs and parts to keep vehicle roadworthy Car seat Vehicle insurance (one time) Bicycle parts and repair	
UTILITIES:	Emergency cell phone Pellets Firewood Propane Fan Gas, Electric or Water Bill payment (one time) Flashlight Fees for identification needed to obtain utilities	
FOOD:	Groceries Hot meal MoGro membership Baby formula Breast feeding supplies Pre-natal vitamins Fees for identification needed for SNAP application	

**INTERPERSONAL**

**SAFETY:**

One-way train, bus fare for safe destination  
Emergency hotel (up to one week)  
Court fees such as filing fees for new birth certificate, social security card,  
and ID/Driver's License  
Asylum application fee  
Fee for name change needed for safety

**OTHER:**

Weather-appropriate clothing  
Expenses related to education and securing employment (e.g.,  
registration fees, clothing for work, cap and gown for graduation)  
Child care center application or supply fee, interim coverage before CYFD  
subsidy begins

**Medical bills, prescriptions and durable medical equipment will not be paid for.**

**November 27, 2018**

**ACCOUNTABLE HEALTH COMMUNITY  
EMERGENCY FLEXIBLE FUND Invoice**

**Contractor:**

**Reporting Quarter of FY 2019, 2020 (please circle):** Q1, Q2, Q3, Q4 (please circle)

Please report the amount expended for each item and the aggregate for each category, and attach the receipts for these expenditures. Provide the ID, individual item, date purchased and cost on page 2 of this invoice for each expenditure. The individual items listed must correspond with receipts and aggregate amounts reported. The Contractor must maintain an internal record of the client's name, ID, item, date, and amount of Emergency Flexible Funds used.

The aggregate amount reported below must be consistent with amounts provided in the quarterly Excel Spreadsheet.

**AGGREGATE CATEGORY EXPENDITURES:**

**HOUSING   FOOD   UTILITIES   TRANSPORTATION   INTERPERSONAL SAFETY   OTHER**

**Submitted by:**

**Title:**

**Organization:**

**Date:**

**For Santa Fe County Internal Use:**

**Reviewed by:**

**Date:**

**Approved and Submitted for Payment:** \_\_\_\_\_

**Notes:**

**Please attach receipts for each item listed.**

**Please attach receipts for each item listed.**

[illegible]

