

**AMENDMENT NO.2  
TO PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND PRESBYTERIAN MEDICAL SERVICES**

**THIS AMENDMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between **Santa Fe County** (hereinafter referred to as the “County”), a New Mexico political subdivision of the state of New Mexico, and **Presbyterian Medical Services**, PO Box 2267, Santa Fe, New Mexico 87501-2267 (hereinafter referred to as the “Contractor”).

**WHEREAS**, the County and the Contractor entered into Agreement No. 2015-0188-CSD/MM (Agreement) dated April 28, 2015, to provide for the Contractor’s implementation and operation of Mobile Crisis Response Team in Santa Fe County; and

**WHEREAS**, according to Article 15 (No Oral Modifications, Written Amendments Required) of the Agreement, amendments to the Agreement are required to be in writing and signed by the parties; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term to April 28, 2017 and increase the compensation payable to the Contractor by \$350,000.00 for a not-to-exceed sum of \$700,000.00; and

**WHEREAS**, by this Amendment No.2 the parties wish to amend the Agreement to increase the Contractor’s the Scope of Services, extend and establish a commencement date for the term of the Agreement to be April 1, 2017 to April 1, 2018, and increase the compensation payable to the Contractor by \$450,000.00 for a not-to-exceed contract sum of \$1,150,000.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows:

I. Articles 1. (Scope of Work), 3. (Compensation and Invoicing), and 4. (Effective Date and Term) of the Agreement are deleted in their entirety and replaced with the following:

**1. SCOPE OF WORK**

The Contractor shall:

- A. Deliver immediate relief of distress in crisis situations and/or timely and accessible aid to people in crisis. Provide immediate stability to persons and assist them to return to their pre-crisis level of functioning. This will include providing immediate access (within 48 hours) to outpatient mental health services.
- B. Link to a 24/7 toll-free hotline that provides general information, screening, referral and consultation to members of the community who call the 24/7 hotline.
- C. Provide adults and adolescents crisis services including assessment, intervention and stabilization by telephone or in person.

- D. Assist clients with increasing and maintaining their community tenure and their ability to recognize and deal with situations that may otherwise result in crises. Provide awareness to increase or improve their network of community and support, as well as their use of these support resources for crisis prevention.
- E. Provide a referral to, or arrange for, any additional mental health or substance abuse services which may be needed. Provide follow up services with other community programs for ongoing services ensuring that a beneficial linkage is made.
- F. Document in the quarterly status report, the process and outcome for each intervention and follow-up, and utilizing an administrative assistant to assist the client in the community including navigating the client into the behavioral health system and linking the client with a medical home for co-occurring health issues.
- G. Collaborate and communicate with all law enforcement, 911 dispatch, courts, Office of the Public Defender, behavioral health staff, hospitals and other community agencies. Establish system for sharing information and provide training and coordination with law enforcement, first responders and 911 dispatches.
- H. Provide community awareness of the Mobile Crisis service, with implementation of a county wide public awareness campaign, to include bilingual information, conventional print and magnets as well as social, medical, radio, advertising the availability of the crisis hotline 24/7, as well as the availability of a two member team of trained mobile behavioral health professionals to travel immediately to the person in crisis for assessment and on-site assistance.
- I. Provide experienced, qualified and trained staff that will meet the New Mexico Interagency Behavioral Health Service Requirements and Utilization Guidelines (HCPCS H2011 Appendix B).
- J. Provide services in accordance with the U.S. Department of Health and Human Services Practice Guidelines: Core Elements in responding to Mental Health Crisis (Appendix A), New Mexico Interagency Behavioral Health Service Requirements and Utilization Guidelines (Appendix B), and Santa Fe County Resolution No. 2014-47 (Appendix C).
- K. Collect and analyze data on the mobile crisis response team to document outcomes achieved, including but not limited to: response time to calls; percentage of suicide deaths averted; percentage of callers diverted from the emergency department; percentage of callers diverted from detention facilities; referrals made; compliance with referrals

**Measurable Outcomes:**

1. Successfully engaging at least 50% percent of the clients in service during the six month period since crisis intervention.

2. Decreasing EMT contacts by clients served in the first year of the project by 5% in the second year and an additional 5% for each year thereafter.
3. Reducing the use of emergency services, health care costs and law enforcement cost by channeling people directly into appropriate and effective mental health and substance abuse treatment services. Comparing the cost of mobile crisis services to the cost of regular law enforcement response to a comparable mental health emergency to demonstrate cost savings.
4. Increasing the number of persons receiving crisis assessment and acute crisis stabilization services in non-hospital, non-jail settings.
5. Increasing the number of person receiving detoxification and temporary shelter services.
6. Increasing the number of person receiving outpatient treatment services in the local community regardless of ability to pay.
7. Increasing the number of person receiving post-crisis coordinated community services.
8. Decreasing the frequency of repeated incidents of acute mental illness crisis.
9. Increasing the number of persons receiving post-crisis appropriate substance abuse and mental health services while being held in jail for protective custody or mental health hold.

**Deliverables:**

1. A quarterly detailed status report for all activities of the mobile crisis team described in Article 3. A. 1) (Compensation and Invoicing).
2. An annual report based on the above Nos. 1 through 9 (Measurable Outcomes) within 30 days of the expiration of the term of this Agreement.

**3. COMPENSATION AND INVOICING**

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
- 1) For services provided from April 28, 2015 to April 28, 2016, the Contractor will invoice the County monthly for a sum not-to-exceed \$29,166.66. The monthly invoices shall include a detailed status report for all activities of the mobile crisis response team include the following:
    - the number of calls routed to the mobile crisis team from 911;
    - the number of clients who received crisis intervention on site;
    - the number of clients referred to appropriate behavioral health services;

- the names of the behavioral health providers to which clients were referred, including the number referred to each provider;
  - the number of clients who met the definition of indigent in Santa Fe County served by Contractor;
  - the estimated number of clients who met the definition of indigent in Santa Fe County and served by other providers;
  - the source of payment, if any, by the clients served;
  - any and all training provided for first responders, 911 staff, and community agencies and groups, describing the type of training and the number and affiliation of people trained;
  - a detailed description of operational costs, including for hotline services and training.
- 2) The total compensation payable to the Contractor for the term of April 28, 2015 to April 28, 2016 shall not exceed \$350,000.00, inclusive of NM GRT.
- a. Of the \$350,000.00, a sum not-to-exceed \$250,000.00 shall be available to reimburse Contractor for services provided to clients who met the eligibility criteria of the Health Care Assistance Program authorized by Santa Fe County Resolution 2014-47. Of the \$350,000.00 a sum not-to-exceed \$100,000.00 may be available to reimburse Contractor for services provided to client who do not meet the eligibility criteria for the Health Care Assistance Program.
- 3) By Amendment No. 1 extending the term of this Agreement from April 28, 2016 to April 28, 2017, the total compensation payable to the Contractor for this term shall not exceed \$350,000.00, inclusive of NM GRT. Of the \$350,000.00, a sum not-to-exceed \$250,000.00 is available to reimburse the Contractor for the services provided to clients who meet the criteria of the Health Care Assistance Program authorized by Santa Fe County Resolution 2014-47. A sum not-to-exceed \$100,000.00 may be available to reimburse the Contractor for services provided to clients who do not meet the eligibility criteria for the Santa Fe County Health Care Assistance Program. The total amount payable to the Contractor under the term of this Agreement shall not exceed \$700,000.00, inclusive of NM GRT.
- 4) Pursuant to Amendment No. 2, for services provided from April 1, 2017 to April 1, 2018, Contractor will invoice the County quarterly a sum not-to-exceed \$106,250.00 per quarter. Contractor's invoices shall include a detailed status report for all activities listed in Article 1 (Scope of Work, Measureable Outcomes, and Deliverables) above, and shall include the following:

#### **Additional Scope of Work**

- a) Partner with Santa Fe County to identify gaps in health and social services and to align with other health and social service providers via standardized screening, tracking, and referral processes.

- b) Screen at-risk clients and navigate them to behavioral health and services and other resources including those that resolve the social determinants of health such as barriers to housing, transportation, home energy needs, food security, and freedom from interpersonal violence.
- c) Participate in County-led efforts to plan, identify and adopt shared information technology solutions for more effective and standardized patient navigation.
- d) Develop policies designed to assist clients resolve behavioral health risks exacerbated by the social determinants of health. Upon review and approval of these policies by the Community Services Department, a portion of this funding may be used for transportation, housing, food and behavioral health services.
- e) Participate with the Santa Fe County Community Services Department in exploring long-term, sustainable services for people with Behavioral Health needs, including Medicaid-reimbursement for services not currently reimbursed.

#### **Additional Deliverables**

- a) Participation with the County and other health and social service providers, in a County-led data collection process to help track and address social determinants of health and the outcomes of navigation services and activities. Continue the collaborative engagement with the County to address social determinants of health and specifically to help reduce the overall rate of suicide in Santa Fe County.
- b) Engagement of at least 250 at-risk residents in services designed to prevent suicide.
- c) Follow-up on referrals for at least three months to assure individuals have received or are receiving necessary services or if not, why not.
- d) In collaboration with the County and other Santa Fe County providers and practitioners, reduce the overall rate of suicide in Santa Fe County.
- e) An annual report including a year-end summary of all the activities listed in Article 3.A.1) (Compensation and Invoicing) to be submitted within 30 days of the expiration of the term of this Agreement.
- f) Pursuant to Amendment No. 2 that extends the term of this Agreement to April 1, 2018, the total compensation payable on a reimbursement basis to the Contractor for the performance of all Scope of Services and Deliverables provided during the term of April 1, 2017 to April 1, 2018, shall not exceed \$450,000.00 inclusive of NM GRT. Contractor shall invoice the County for the Value-Based Purchasing during the last quarter of this Agreement. Of the \$450,000 contract sum, \$425,000 shall be payable to contractor for the performance of all Scope of Services and Deliverables for the Healthcare Assistance Program.

- 2) Of the \$425,000.00, a reimbursement of \$50,000 shall be payable to Contractor for providing resources to mitigate risks, and otherwise non-reimbursable social services for medically indigent Santa Fe County residents without which their social determinants of health would not be met, or services provided would not be effective; in all cases, *no funds shall be issued directly to Contractor's clients* and County funds paid pursuant to this Agreement may only be utilized by the Contractor after all other sources of revenue have been sought and exhausted.
- 3) Value-Based Purchasing. A sum not-to-exceed \$25,000.00 shall be available to Contractor as a value-based purchasing incentive. The Contractor must show that by working in collaboration with the County and other Santa Fe County health providers and practitioners contributing to the reduction of the overall rate of suicide in Santa Fe County. This measurement will be performed on a yearly basis using the most current data provided by the New Mexico Death Data, Bureau of Vital Records and Health Statistics (BVRHS), of the New Mexico Department of Health. The determination of the value-based purchasing will take into consideration data showing a reduction or decrease in the age-adjusted suicide rate for Santa Fe County.
- 4) The sum of \$1,150,000.00 for the term of this Agreement is a maximum and not a guarantee that the services to be provided by the Contractor under this Agreement will equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without reimbursement when the not-to-exceed sum is reached. The County will notify the Contractor when the payable reimbursements to the Contractor reach the not to exceed sum. In no event will the not to exceed sum be increased without this Agreement being amended.

B. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### **4. EFFECTIVE DATE AND TERM**

This Agreement is effective upon the last date of signature by the parties and the initial term shall be one year from such date, unless terminated pursuant to Article 5 (Termination) or Article 6 (Appropriations and Authorizations). Pursuant to Amendment No. 1 the term is extended from April 28, 2016, to April 28, 2017. By Amendment No. 2, the term of this Agreement is extended and will commence April 1, 2017 to April 1, 2018. The County has the option to extend the term of this Agreement for a period not-to-exceed April 28, 2019. The County may exercise this option by providing written notice to the Contractor at least 60 days prior to the expiration of the term of the Agreement.

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

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Henry P. Roybal, Chair  
Board of County Commissioners of Santa Fe County

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Approved as to form:

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

2/15/17  
Date

**Finance Department**

  
\_\_\_\_\_  
Don D. Moya  
Finance Director

2-17-17  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name & Print Title)

