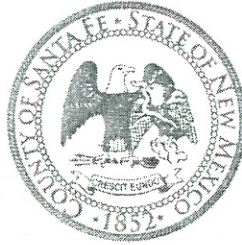


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: February 27, 2018

TO: Board of County Commissioners

FROM: Bill Taylor, Procurement Manager *BT*

THROUGH: Katherine Miller, County Manager
Rachel O'Connor, Community Services Department Director
Stephanie Schardin Clark, Finance Director

ITEM AND ISSUE: BCC Meeting March 13, 2017

Approval of Amendment No. 3 to the Professional Service Agreement No. 2015-0188-CSD/MM Between Santa Fe County and Presbyterian Medical Services, Extending the Term of the Agreement an Additional Year and Increasing the Compensation an Additional \$450,000, Inclusive of NM GRT for a Total Agreement Amount of \$1,600,000.00, For The Operation of the Mobile Crisis Response Team, Granting the County Manager Authorization to Sign the Purchase Order. (Bill Taylor, Purchasing Division/ Alex Dominguez, CSD, Behavioral Health Administrative Program Manager)

ISSUE

Approval is requested for Amendment No. 3 to the Professional Service Agreement No. 2015-0188-CSD/MM between Santa Fe County and Presbyterian Medical Services for the operation of the Mobile Crisis Response Team, to extend the term, establish a commencement term of April 1, 2018 thru April 1, 2019, amend the scope of work and deliverables for a total amended contract amount of \$450,000.00, inclusive of NMGRT. The total contract sum will be \$1,600,000.00, which requires the Board of County Commissioner's approval.

BACKGROUND

The Mobile Crisis Response Team is a significant project undertaken by the Community Services Department in furtherance of the *Santa Fe County Health Action Plan's* priority to reduce suicides, along with other behavioral health priorities of reducing alcohol abuse and drug abuse. The Mobile Crisis Response Team is dedicated to assisting first responders with people in behavioral health crisis and providing follow-up case management to connect them with appropriate resources.

Santa Fe County and Presbyterian Medical Services entered into Professional Service Agreement No. 2015-0188-CSD/MM to provide a Mobile Crisis Response Team, for a term beginning April 28, 2015 and ending April 28, 2016, for \$350,000, with the provision that the agreement may be extended for three additional years. Amendment No. 1 to the Professional Service Agreement extended the term to April 28, 2017 and increased compensation by \$350,000.00. Amendment No. 2 amended the Agreement by establishing a commencement date of the term to April 1, 2017 thru April 1, 2018 and increasing by \$450,000.00.

The proposed Amendment No. 3 to the Professional Service Agreement amends the compensation and invoicing requiring the contractor to invoice the County on a quarterly basis a sum not to exceed \$100,000.00 per quarter, totaling \$400,000.00 for the proposed contract year.

In addition to the \$400,000.00, \$25,000.00 shall be made available to the contractor for reimbursement of expenditures directly related to providing resources or goods to assist consumers 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.

An additional sum, not to exceed \$25,000.00 shall be made available tot the 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 overall reduction in Santa Fe County. This measurement will be evaluated on a yearly basis (based on a calendar year) using the most current data provided by the New Mexico Death Data Bureau, Bureau of Vital records and Health Statistics (BVRHS). The amended scope of work and the deliverables require PMS to participate with the County and other health and social 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, activities, utilize the designated CSD reporting screened and represent PMS at the monthly scheduled meetings. 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. A total sum compensation, not to exceed \$450,000 inclusive of NMGRT, and a total contract amount will be \$1,600,000.00.

RECOMMENDATION

Approval of Amendment No. 3 to the Professional Service Agreement No. 2015-0188-CSD/MM Between Santa Fe County and Presbyterian Medical Services, Extending the Term of the Agreement an Additional Year and Increasing the Compensation, inclusive of NM GRT for a Total Agreement Amount of \$450,000, For The Operation of the Mobile Crisis Response Team, Granting the County Manager Authorization to Sign the Purchase Order.

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND PRESBYTERIAN MEDICAL SERVICES**

THIS AMENDMENT is entered into this ____ day of _____ 2018, by and between **Santa Fe County** (hereinafter referred to as the "County"), a 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 Amendment No. 2 the parties amended the Agreement to increase the Contractor's the Scope of Services, established a commencement date for the term of the Agreement to be April 1, 2017 to April 1, 2018, and increased the compensation payable to the Contractor by \$450,000.00 for a not-to-exceed contract sum of \$1,150,000.00; and

WHEREAS, by this Amendment No.3 the parties wish to amend the Agreement to extend the term from April 1, 2018 to April 1, 2019, modify the Contractor's Scope of Services, and increase compensation by \$450,000.00 for a total not-to-exceed contract sum of \$1,600,000.00.

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

1. Article 3.A. **Compensation and Invoicing**, a subparagraph 5) is inserted to read:

5) Pursuant to Amendment No. 3, for services provided from April 1, 2018 to April 1, 2019, Contractor will invoice the County quarterly a sum not-to-exceed \$100,000.00 per quarter, totaling \$400,000.00 for the term. Contractor's invoices shall include a detailed status report for all activities listed in Article 1 (**Scope of Work, Measurable Outcomes, and Deliverables**) and Article 3.A.1) above

2. Article 3.A. **Additional Deliverables**, subparagraph a) is deleted in its entirety and replaced with:

a) Participate 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; utilize the designated CSD reporting screener and represent PMS at the monthly scheduled meetings. Collaboratively engage with the County to address social determinants of health and specifically to help reduce the overall rate of suicide in Santa Fe County.

3. Article 3.A. **Additional Deliverables**, paragraph e), a new subparagraph 4) is inserted to read:

4) For the period of April 1, 2018 to April 1, 2019, of the \$400,000.00, a reimbursement of no more than \$25,000.00 shall be payable to the Contractor for expenditures directly related to providing resources or goods to assist consumers mitigate risks, and otherwise non-reimbursable social services for medically indigent County residents without which their social determinants of health would not be met, or, services provided would not be effective. *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 resources of revenue have been sought and exhausted. The County will reimburse the Contractor per PMS' "Use of Discretionary Funds" procedure (PMS/CSD 001-2017). The Contractor shall submit the request for reimbursement on a quarterly basis and the reimbursement invoice will have the supporting documentation as per PMS/CSD 001-2017.

a) Value Based Purchasing. For the period of April 1, 2018 to April 1, 2019, 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 value based purchasing incentive will be awarded if the overall suicide rate has declined based on the previous year's reported data that shows a reduction or decrease in the overall age adjusted suicide rate for Santa Fe County. The Contractor shall invoice the County separately for the value based purchasing once the statistics are released by BVRHS, a copy of the statistics related to Santa Fe County for the previous and most recent years will accompany Contractor's value based purchasing invoice and Contractor's invoice should reference this Article of this Agreement.

4. Article 3.A. **Additional Deliverables**, paragraph e), subparagraph 4) is re-designated as subparagraph "5)" and reference to "\$1,150,000.00" is deleted and replaced with "\$1,600,000.00."

5. Article 4. **Effective Date and Term** is amended by adding a subparagraph a) to read as follows:

a) By this Amendment No. 3 the term of this Agreement is extended from April 1, 2018 to April 1, 2019.

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 duly executed this Amendment as of the date of last signature below.

SANTA FE COUNTY

Anna Hansen, Chair
Board of County Commissioners of Santa Fe County

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

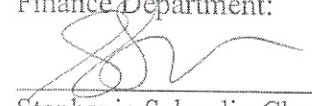


R. Bruce Frederick
Santa Fe County Attorney

2/15/18

Date

Finance Department:



Stephanie Schardin Clarke
Finance Director

2/20/18

Date

CONTRACTOR:

(Signature)

Date

(Print name & title)

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

THIS AMENDMENT is entered into this 14th day of March 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:

I. 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.
- 1) 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

H. P. Roybal
Henry P. Roybal, Chair

Board of County Commissioners of Santa Fe County

ATTESTATION:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



Approved as to form:

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

2/15/17
Date

Finance Department

Don D. Moya
Don D. Moya
Finance Director

2-17-17
Date

CONTRACTOR:

Steven C. Hansen
(Signature)

2-17-17
Date

Steven C. Hansen CEO & President
(Print Name & Print Title)

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

April 21, 2016

Larry Martinez, North Central Region Director
Presbyterian Medical Services
1409 Second Street
Santa Fe, New Mexico 87505

Re: Request to extend Professional Service Agreement No. 2015-0188-CSD/MM for 30 days

As you may be aware the current agreement between Santa Fe County and Presbyterian Medical Services to provide mobile crisis team response services for adults and adolescents expires on April 28, 2016.

Santa Fe County would like to request to extend Professional Services Agreement No. 2015-0188-CSD/MM for an additional 30 days on the same terms and conditions. In the meantime, Santa Fe County will prepare a formal Amendment to present to the Board of County Commissioners to extend the term of the Agreement for an additional year.


If this is an acceptable arrangement, kindly sign and date on the signature line below.

Thank you for your flexibility and your partnership!

Respectfully,


 Katherine Miller

Presbyterian Medical Services Approval Signature:


STEVEN C. HANSEN
PRESIDENT & CEO

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND PRESBYTERIAN MEDICAL SERVICES**

THIS AMENDMENT is made and entered into as of this 10th day of May 2016, by and between **Santa Fe County**, hereinafter referred to as the "County," and **Presbyterian Medical Services**, hereinafter referred to as the "Contractor."

WHEREAS, the County and Contractor entered into Agreement No. 2015-0188-CSD/MM (Agreement) on April 28, 2015, to provide for Contractor's implementation of mobile crisis team response services for adults and adolescents; and

WHEREAS, Article 15 of the Agreement allows the Agreement to be amended by an instrument in writing signed by the parties; and

WHEREAS, the term of the Agreement is due to expire April 28, 2016; and has been extended for 30 days until this Amendment No. 1 is approved thereby extending the term for a full year from May 28, 2016 to April 28, 2017; and

WHEREAS, the County wishes to continue to benefit from the Contractor's services and wishes to extend the term of the Agreement from May 28, 2016 to April 28, 2017.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2) (Compensation, Invoicing and Set-Off), is amended by inserting a subparagraph "b" to read:
 - b. By Amendment No. 1 the term of this Agreement is extended from May 28, 2016 to April 28, 2017. For the term of April 28, 2016 to April 28, 2017, the compensation payable to the Contractor is increased by three hundred fifty thousand dollars (\$350,000). Of the \$350,000 in compensation, two hundred fifty thousand dollars (\$250,000) shall be available to reimburse Contractor for services provided to clients **who meet** the criteria of the Santa Fe County Health Care Assistance Program (County Resolution 2014-47). Of the \$350,000 in compensation, a sum not to exceed one hundred thousand dollars (\$100,000) shall be available to reimburse Contractor for services provided to clients **who do not** meet the eligibility criteria for the Health Care Assistance Program. The total amount payable to the Contractor under this Agreement as amended, shall not exceed seven hundred thousand dollars (\$700,000), inclusive of New Mexico gross receipts tax.
2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph "A" to read:
 - A. By Amendment No. 1 the term of this Agreement is extended from May 28, 2016 to April 28, 2017.

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

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

SANTA FE COUNTY

Miguel M. Chavez

Miguel M. Chavez

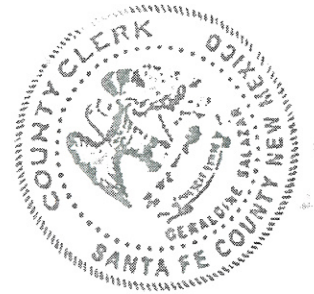
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar

Geraldine Salazar

Santa Fe County Clerk



Approved as to form

Gregory S. Shaffer

Gregory S. Shaffer

Santa Fe County Attorney

4/25/16
Date

Finance Department

Carole H. Jaramillo

Carole H. Jaramillo

Santa Fe County Finance Director

4/26/16
Date

CONTRACTOR:

Steven C. Hansen
Signature

5-2-16
Date

Steven C. Hansen CEO/President
Print name & title

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND PRESBYTERIAN MEDICAL SERVICES
TO PROVIDE MOBILE CRISIS TEAM RESPONSE SERVICES
FOR ADULTS AND ADOLESCENTS**

THIS AGREEMENT is made and entered into this 28th day of April 2015, by and between **Santa Fe County**, hereinafter referred to as the "County" and **Presbyterian Medical Services**, whose principal place of business is located at PO Box 2267, Santa Fe, New Mexico 87504, hereinafter referred to as the "Contractor".

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2015-0188-CSD/MM to provide Mobile Crisis Response Team Services for Adults and Adolescents; and

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive Offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

The Mobile Crisis Response Team will target adults and adolescents throughout Santa Fe County who are experiencing a behavioral health crisis.

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.
- B. Link to a 24/7 countywide 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 to include 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 for the monthly status report the process and outcome for each intervention and follow-up, 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 countywide public awareness campaign, to include bilingual information, conventional print and magnets as well as social media, radio, advertising the availability of the crisis hotline 24 hours a day, seven days a week, 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 (HPCPS 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.

Measureable Outcomes:

1. Achieving a ten percent reduction in repeat callers to the first responders in the first year of the program following the baseline year Fiscal Year 2015 and an additional five percent reduction each following year if the contract is renewed.
2. Successfully engaging at least 30 percent of clients in services during the six-month period since crisis intervention.

3. Reducing emergency room visits to CHRISTUS St Vincent Regional Medical Center by 20 percent over a four-year period, if the contract is renewed for that period.
4. Decreasing EMT contacts by clients served in the first year of the project by five percent in the second year and an additional five percent each subsequent year.
5. Reducing the use of emergency services, health care costs and law enforcement costs by channeling people directly into appropriate and effective mental health and substance abuse treatment services. Comparing the cost of mobile crisis services to the costs of regular law enforcement response to a comparable mental health emergency to demonstrate cost savings.
6. Increasing the number of persons receiving crisis assessment and acute crisis stabilization services in non-hospital, non-jail settings.
7. Increasing the number of persons receiving detoxification and temporary shelter services.
8. Increasing the number of persons receiving outpatient treatment services in the local community regardless of ability to pay.
9. Increasing the number of persons receiving post-crisis coordinated community services.
10. Decreasing the frequency of repeated incidents of acute mental illness crisis.
11. Increasing the number of persons receiving appropriate substance abuse and mental health services while being held in jail for protective custody or mental health hold.

Deliverables:

1. A monthly detailed status report for all activity of the mobile crisis team as indicated in Section 3. Compensation and Invoicing, paragraph A, subparagraph 1).
2. An annual report based on the above 1-11 Measurable Outcomes within (30) thirty days of the contract term.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards stated herein and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to 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 in conformity with this Agreement, Contractor will invoice the County monthly for a sum not to exceed **twenty nine thousand one hundred sixty-six dollars and sixty-six cents (\$29,166.66)** over a twelve (12) month period (a 1/12th drawdown over the term of this Agreement). Invoices shall include a monthly detailed status report for all activity of the mobile crisis team to include the following:
 - the number of clients served by the hotline;
 - the number of calls routed to the mobile crisis 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 law enforcement, 911 staff, and first responders, describing the type of training and the number and affiliation of people trained; and
 - a detailed description of operational costs, including for hotline services and training.
- 2) The total amount of compensation payable to the Contractor over the initial term of this Agreement **shall not exceed three hundred fifty thousand dollars (\$350,000)**, inclusive of NM GRT.
 - a. Of the total compensation, a sum not to exceed **two hundred and fifty thousand dollars (\$250,000)** shall be

available to reimburse Contractor for services provided to clients who met the criteria of the Health Care Assistance Program authorized by Santa Fe County Resolution 2014-47. A sum not to exceed **one hundred thousand dollars (\$100,000)** may be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria for the Santa Fe County Healthcare Assistance Program.

- 3) The sum of three hundred fifty thousand dollars (\$350,000) for the initial 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 Contractor be reimbursed or compensated for services provided in excess of the not to exceed sum 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 shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for an additional three (3) years. In no event shall this Agreement exceed a term of four (4) years.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including any applicable provisions of the Health Insurance Portability and Accountability Act.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this

Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Presbyterian Medical Services
PO Box 2267
Santa Fe, NM 87504-2267

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

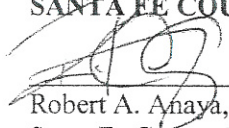
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

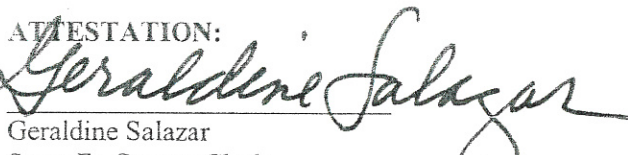
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Robert A. Anaya, Chair
Santa Fe County Board of County Commissioners

4/28/15
Date

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk
4-28-2015

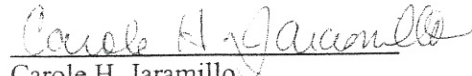


APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

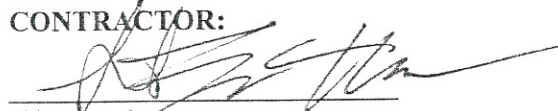
4/10/15
Date

FINANCE DEPARTMENT APPROVAL


Carole H. Jaramillo
Santa Fe County Finance Director

4/14/15
Date

CONTRACTOR:


(Signature)

4-24-15
Date

Steven C. Hansen CEO & President
(Print Name & Title)

III. Action Items

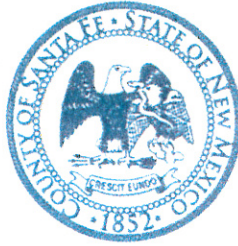
C. Miscellaneous

- 2. Request Authorization to Publish Title and General Summary of Ordinance No. 2018-__, An Ordinance Amending Section 6 of Santa Fe County Ordinance No. 2008-14 to Extend to January 1, 2024, the Time in Which An Election May Be Held to Reauthorize the Regional Transit District Gross Receipts Tax. (Anthony Mortillaro, North Central Regional Transit District)**

Henry Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *February 16, 2018*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 2/28/18*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting March 13, 2018*

Requesting Approval of a Cost Sharing Agreement between the City of Santa Fe and Santa Fe County for the Solar Photovoltaic System for Booster Station 2A of the Buckman Direct Diversion Project– (Public Works / Erik Aaboe)

BACKGROUND AND SUMMARY:

In June of 2014 a 1.5 megawatt photovoltaic (PV) system was installed at Booster Station 2A of the Buckman Direct Diversion. This project was funded by a 50% grant / 50% loan through the New Mexico Finance Authority (NMFA.) A cost share between SFC and the City of Santa Fe was discussed at the time but an agreement was never executed. This agreement will establish a process for reimbursing the City for past payments to NMFA and for reimbursing the City for half of the payments due for the remainder of the loan.

This cost share agreement would equally split the ownership, costs and benefits of the PV system. The annual total loan payments from the City of Santa Fe to NMFA are \$153,194 through 2034. When this agreement is executed, the County's annual reimbursement to the City will be \$76,597 for a total amount not to exceed \$1,487,253.46.

The electrical energy for BDD purchased from PNM is split between BDD's partners based on the ratio equal to the water deliveries to each partner. The County receives approximately 25% of the water deliveries and therefore pays approximately 25% of the facility's PNM bill. If this cost sharing agreement is approved, the economic benefit of the BS2A PV system is to be split 50-50 between the City and County. At current rates from PNM, the annual economic benefit that will accrue to the County from the electricity generated by the system is approximately \$79,000.

Reimbursement to the City for the County share of payments already made would be from revenues from Series 2016 proceeds of General Obligation Improvement and Refunding Bonds. This reimbursement amount is \$196,055.98. The ongoing payments will be made from revenues from the Utility enterprise fund.

ACTION REQUESTED:

Please approve the attached Cost Sharing Agreement.



2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

**COST SHARING AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY**

This Cost Sharing Agreement ("Agreement") between the City of Santa Fe ("City") and Santa Fe County ("County") shall be effective as of the date of the full execution of this Agreement.

RECITALS

A. The City and the County (collectively, "Parties") each own an undivided 50% interest in the facilities comprising the Buckman Direct Diversion ("BDD") Project, excluding the Club at Las Campanas Separate Facilities, as described in the *Joint Powers Agreement between the City of Santa Fe and the County of Santa Fe Governing the Buckman Direct Diversion* ("JPA"), as amended, and the *Facility Operations and Procedures Agreement for the Buckman Direct Diversion Project between the City of Santa Fe, Santa Fe County and Las Campanas LP*, as amended.

B. Pursuant to City Ordinance No. 2013-13, the City and the New Mexico Finance Authority ("NMFA") entered into that certain May 3, 2013, *Drinking Water State Revolving Loan Fund/Loan and Subsidy Agreement* ("Loan Agreement") to finance up to \$5,050,000 for the design, acquisition, construction, permitting, and installation of a Solar Photovoltaic System ("PV System") to provide a renewable power source for Booster Station 2A of the BDD Project.

C. Under the Loan Agreement, approximately half of the actual "aggregate disbursements" made to the City for the PV System is a grant, defined in the Loan Agreement as the "aggregate forgiven disbursements." The remaining portion of the aggregate disbursements is a loan, defined in the Loan Agreement as the "aggregate repayable disbursements" and in this Agreement as the "Principal Amount." Subject to the right to prepay, the Loan Agreement requires the Principal Amount to be repaid over 20 years in amortized payments of principal plus interest at the rate of 2% per year on the outstanding principal amount plus an annual administrative fee of 0.25% on the outstanding Principal Amount. Interest and fee payments are made semi-annually on December 1 and June 30 of each year; principle payments are made annually on June 30 of each year.

D. Beginning in May, 2013, NMFA made aggregate disbursements to the City under the Loan Agreement of _\$4,890,583.20, which corresponds to a Principal Amount of \$2,445,291.60. The PV System was constructed and became operational in June of 2014.

E. The repayment schedule under the Loan Agreement is attached to this Agreement as Exhibit A. As shown on Exhibit A, the first semi-annual payment under the Loan Agreement became due on June 30, 2015. As of the execution of this Agreement, the City has paid the following amounts:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Fee</u>	<u>Total</u>
June 30, 2015	\$43,452.99	\$17,830.25	\$2,547.18	\$63,830.42
December 1, 2015		\$21,016.09	\$3,002.30	\$24,018.39

2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

June 30, 2016	\$105,156.99	\$21,016.09	\$3,002.30	\$129,175.38
December 1, 2016		\$20,095.96	\$2,870.86	\$22,966.82
June 30, 2017	\$107,259.90	\$20,095.96	\$2,870.86	\$130,226.72
December 1, 2017		\$19,157.44	\$2,736.78	\$21,894.22
TOTAL AMOUNT PAID BY CITY THOUGH December 1, 2017:				<u>\$392,111.95</u>

F. In accordance with the JPA and City Ordinance No. 2013-13, the Parties agree that the PV System is a part of the BDD Project facilities that the City and the County jointly own. Accordingly, the City and the County shall equally share all costs associated with the PV System, including equal amounts related to the City's repayment of the Principal Amount, accrued interest, and administrative fee under the Loan Agreement.

G. Operation of the PV System results in substantial benefits, including reduction of the BDD Project's electric bill in the form of a renewable energy credit, reductions in the amount of purchased electricity, and sales of electricity to PNM when the PV System produces surplus energy. Because of a reallocation of these benefits by BDD accounting staff as between the City and the County, the City received a total benefit of \$43,299.62 that should have been allocated to the County.¹

H. The purpose of this Agreement is to establish the terms and conditions under which the County will reimburse the City for half of the payments that the City has made to NMFA through December 1, 2017, and to set out a payment schedule under which the County will continue to reimburse the City for half of the Principal Amount, interest, and administrative fee going forward.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. The Parties agree that the County shall be entitled to a credit from BDD in the amount that BDD misallocated to the City (\$43,299.62), as described in Recital G above.¹

3. Loan Payments. The City and the County shall each pay amounts equal to one half of the Principal Amount, interest, and administrative fees due under the Loan Agreement, as follows:

A. Prior City Payments; Reimbursement by County. The City is entitled to reimbursement from the County for one half of the total payments it has paid to NMFA through December 1, 2017 (\$392,111.95). Therefore, as soon as practicable after execution of this

¹ This Agreement does not address the additional \$7,500.53 credit that was misallocated to the Club at Las Campanas, which shall be resolved directly between Las Campanas and Santa Fe County.

2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

Agreement, the City shall submit an invoice to the County for \$196,055.98. The County shall pay the invoice within 30 days of receipt exclusively from the General Obligation Improvement and Refunding Bonds, Series 2016, proceeds.

B. Ongoing Payments; City Reimbursement. The City shall continue to be responsible for making the semi-annual payments of principal, interest, and administrative fees, in full, to NMFA required under the Loan Agreement until the Principal Amount has been paid in full. The City shall be entitled to prompt reimbursement from the County for one-half of each such payment, subject to Section 3(C) below. As soon as practicable after making each semi-annual payment to NMFA, the City shall submit an invoice to the County for one-half of the amount paid, which the County shall thereafter pay within 30 days of receipt.

C. Total County Obligation. Notwithstanding any other provision of this Agreement, the County's maximum obligation to the City under the Loan Agreement shall not exceed \$1,487,253.46. In addition, the County shall not be responsible for reimbursing the City for late fees or penalties assessed by NMFA under the Loan Agreement.

D. Prepayment. The County or the City may prepay their respective one-halves of the total outstanding balance due under the Loan Agreement in accordance with Article VIII of the Loan Agreement and this Agreement. If either or both Parties desire to prepay, they shall negotiate a mutually agreeable prepayment date, giving due regard to their respective budgets, the payment schedule under the Loan Agreement, and the obligation under Article VIII of the Loan Agreement to provide notice to NMFA no less than 45 days before the prepayment date. The City shall provide the prepayment notice to NMFA required under Article VIII of the Loan Agreement, which notice shall designate the prepayment date agreed upon by the Parties. The City shall also confirm with NMFA the total amount that will be outstanding under the Loan Agreement as of the prepayment date ("Outstanding Balance"), including the total unpaid Principal Amount, accrued interest, and the administrative fee. The following options shall apply to prepayment:

(i) Prepayment of Outstanding Balance in Full. The Parties may agree to prepay the Outstanding Balance, with each simultaneously paying its respective one-half. In this event, the County shall pay its half of the Outstanding Balance to the City and the City shall pay the entire Outstanding Balance directly to NMFA on or before the prepayment date.

(ii) Prepayment by One Party of Half of the Outstanding Balance. The County or the City may unilaterally decide to prepay its respective entire one-half of the Outstanding Balance, which shall constitute a partial prepayment under Article VIII of the Loan Agreement. If the County desires to prepay its entire half of the Outstanding Balance, the County shall pay such amount to the City and the City shall pay the same amount directly to NMFA on or before the prepayment date. If the County prepays one-half of the Outstanding Balance, it shall have no further obligation to the City regarding the Loan Agreement, as of the prepayment date, and the City shall thereafter make payments to NMFA in accordance with the NMFA's recalculated payment schedule. If the City prepays one-half of the Outstanding Balance, the County shall thereafter make the full payment to the City due under NMFA's recalculated payment schedule, and the City shall timely transmit the County's payments to NMFA;

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provided, however, that the County shall make the bi-annual payments to the City on or before November 1st and May 31st of each year until the Outstanding Balance is paid in full.

(iii) Prepayment by One Party of less than Half of the Outstanding Balance. Neither the County nor the City may prepay less than its respective one-half of the Outstanding Balance except in accordance with a written agreement between the Parties that, among other things, sets out the Parties' respective pro-rata payment obligations after partial prepayment date.

4. Equal Sharing of Benefits and Costs. The City and County shall share equally all benefits derived from the PV System, including renewable energy credits, reductions in electricity bills, and proceeds from the sale of excess generation of electricity by the PV System. The City and County shall also share equally all costs associated with operation and maintenance of the PV System, including but not limited to all costs imposed by the Public Service Company of New Mexico (PNM) pursuant to the Electric Facilities and Service Agreement Under Rate 11B (PNM Agreement #1025009).

5. Good Faith. The Parties shall work with BDD staff in good faith to assure that the costs and benefits of the PV System are allocated equally.

6. Effective Date and Termination. This Agreement shall be effective on the date it has been fully executed by the governing body of each Party and shall terminate on the date that the Outstanding Balance is paid in full.

7. Miscellaneous

a. No Waiver. Neither the City nor the County waive any limitation of liability that may apply under state law, including but not necessarily limited to the Bateman Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, the Anti-Debt and Anti-Donation Clauses of the New Mexico Constitution, N.M. Const. Article IX, Sections 10 and 14, and NMSA 1978, Section 37-1-23.

b. Scope of Agreement. This Agreement constitutes the entire agreement and understanding between the County and the City and supersedes any and all prior agreements, and understandings, oral or written, relating to the subject matter hereof.

c. No Third-Party Beneficiaries. The Parties do not intend this Agreement to confer any benefit on any person or entity that is not a party to this Agreement. Only the County and the City may enforce this Agreement.

d. Neutral Construction. Both parties fairly and fully negotiated the terms of this Agreement and both were represented by counsel. If a court deems any provision of this Agreement ambiguous, such ambiguity shall not be construed against either Party and shall be construed neutrally so as to carry out the intent of the Parties.

e. Assignment. This Agreement is not assignable by either Party.

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f. Captions. Section headings in this Agreement are used solely for convenience, and shall be disregarded in the construction of this Agreement.

g. Amendment. This Agreement shall not be amended except by an instrument in writing executed by the Parties.

h. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of New Mexico. If a conflict arises between the Parties concerning this Agreement, the First Judicial State Court District, Santa Fe County, shall be the exclusive venue.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

CITY OF SANTA FE

Javier Gonzales, Mayor

Date

ATTEST:

Yolanda Vigil, City of Santa Fe Clerk

Date

APPROVED:

Adam Johnson, City Finance Director

Date

APPROVED AS TO FORM:

Kelley A. Brennan, City Attorney

Date

[County signatures on next page]

2018 COST SHARING AGREEMENT
BDD PROJECT PHOTOVOLTAIC SYSTEM

SANTA FE COUNTY

By: _____
Anna Hansen, Chair
Board of County Commissioners

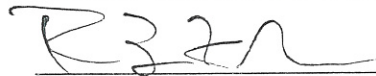
Date

ATTEST:

Geraldine Salazar, County Clerk

Date

APPROVED AS TO FORM:



R. Bruce Frederick, County Attorney

2/16/2018

Date

FINANCE DIVISION APPROVAL



Stephanie Schardin Clarke
Finance Division Director

2/20/18

Date

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Exhibit A

NMFA Drinking Water (#SANTAFE DW-4)

Payment Date	Principal	Interest Rate	Admin Rate	Coupon	Interest	Fees	Periodic Debt Service	Fiscal Year Debt Service	SF County Cost Share
06/01/2015	43,452.99	1.75%	0.25%	2.00%	17,830.25	2,547.18	63,830.42	63,830.42	31,915.21
12/01/2015					21,016.09	3,002.30	24,018.39		
06/01/2016	105,156.99	1.75%	0.25%	2.00%	21,016.09	3,002.30	129,175.38	153,193.77	76,596.89
12/01/2016					20,095.96	2,870.86	22,966.82		
06/01/2017	107,259.90	1.75%	0.25%	2.00%	20,095.96	2,870.86	130,226.72	153,193.54	76,596.77
12/01/2017					19,157.44	2,736.78	21,894.22		
06/01/2018	109,404.99	1.75%	0.25%	2.00%	19,157.44	2,736.78	131,299.21	153,193.43	76,596.72
12/01/2018					18,200.15	2,600.02	20,800.17		
06/01/2019	111,592.99	1.75%	0.25%	2.00%	18,200.15	2,600.02	132,393.16	153,193.33	76,596.67
12/01/2019					17,223.71	2,460.53	19,684.24		
06/01/2020	113,824.99	1.75%	0.25%	2.00%	17,223.71	2,460.53	133,509.23	153,193.47	76,596.74
12/01/2020					16,227.74	2,318.25	18,545.99		
06/01/2021	116,101.99	1.75%	0.25%	2.00%	16,227.74	2,318.25	134,647.98	153,193.97	76,596.99
12/01/2021					15,211.85	2,173.12	17,384.97		
06/01/2022	118,423.99	1.75%	0.25%	2.00%	15,211.85	2,173.12	135,808.96	153,193.93	76,596.97
12/01/2022					14,175.64	2,025.09	16,200.73		
06/01/2023	120,791.98	1.75%	0.25%	2.00%	14,175.64	2,025.09	136,992.71	153,193.44	76,596.72
12/01/2023					13,118.71	1,874.10	14,992.81		
06/01/2024	123,207.99	1.75%	0.25%	2.00%	13,118.71	1,874.10	138,200.80	153,193.61	76,596.81
12/01/2024					12,040.64	1,720.09	13,760.73		
06/01/2025	125,671.98	1.75%	0.25%	2.00%	12,040.64	1,720.09	139,432.71	153,193.44	76,596.72
12/01/2025					10,941.01	1,563.00	12,504.01		
06/01/2026	128,184.98	1.75%	0.25%	2.00%	10,941.01	1,563.00	140,688.99	153,193.00	76,596.50
12/01/2026					9,819.39	1,402.77	11,222.16		
06/01/2027	130,748.98	1.75%	0.25%	2.00%	9,819.39	1,402.77	141,971.14	153,193.30	76,596.65
12/01/2027					8,675.34	1,239.33	9,914.67		
06/01/2028	133,363.98	1.75%	0.25%	2.00%	8,675.34	1,239.33	143,278.65	153,193.32	76,596.66
12/01/2028					7,508.40	1,072.63	8,581.03		
06/01/2029	136,030.98	1.75%	0.25%	2.00%	7,508.40	1,072.63	144,612.01	153,193.04	76,596.52
12/01/2029					6,318.13	902.59	7,220.72		
06/01/2030	138,751.98	1.75%	0.25%	2.00%	6,318.13	902.59	145,972.70	153,193.42	76,596.71
12/01/2030					5,104.05	729.15	5,833.20		
06/01/2031	141,526.98	1.75%	0.25%	2.00%	5,104.05	729.15	147,360.18	153,193.38	76,596.69
12/01/2031					3,865.69	552.24	4,417.93		
06/01/2032	144,357.98	1.75%	0.25%	2.00%	3,865.69	552.24	148,775.91	153,193.84	76,596.92
12/01/2032					2,602.56	371.79	2,974.35		
06/01/2033	147,244.98	1.75%	0.25%	2.00%	2,602.56	371.79	150,219.33	153,193.68	76,596.84
12/01/2033					1,314.16	187.74	1,501.90		
06/01/2034	150,189.98	1.75%	0.25%	2.00%	1,314.16	187.74	151,691.88	153,193.78	76,596.89
Total	2,445,291.60				463,063.57	66,151.94	2,974,507.11	2,974,507.11	1,487,253.56

