

**AMENDMENT NO. 1  
TO AGREEMENT NO. 2025-0352-CSD  
BETWEEN SANTA FE COUNTY AND BEHAVIORAL HEALTH SERVICES, INC.  
dba NEW MEXICO SOLUTIONS**

This Amendment is made this 4<sup>th</sup> day of June, 2026, between Santa Fe County (the "County"), and Behavioral Health Services, Inc. dba New Mexico Solutions, 707 Boradway Blvd. NE, Suite 500, Albuquerque, NM 87102 (the "Contractor").

**WHEREAS**, since 2021 and pursuant to the terms of Agreement No. 2021-0158-CSD ("the Agreement") the facility located at 2052 Galisteo in Santa Fe has been administered and operated by the Contractor as a behavioral health crisis center known as La Sala, a living room model of crisis services that includes screening, triage, assessment, stabilization and navigation, and the Contractor has been operating the Mobile Health Crisis Response Team or "MCRT" from La Sala (hereinafter, "Scope A"); and

**WHEREAS**, Santa Fe County recently applied for "Early Access" State behavioral health funding to, among other things, help with the expansion of its EMS Department's Mobile Integrated Health services for increased response, increased follow-up after crisis/OD, and stronger linkages to treatment; and

**WHEREAS**, the Early Access plan includes contracting with two (2) professionals trained in emergency mobile response and behavioral health to operate a new EMS Mobile Integrated Health van under EMS (hereinafter, "Scope B"); and

**WHEREAS**, New Mexico Solutions has affirmed ability and capacity to provide EMS with both noted professionals for operational services of the new EMS Mobile Integrated Health van under Scope B; and

**WHEREAS**, Article 15 (Amendment) allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS**, by this Amendment No. 1 the parties agree to extend the term of the Agreement to June 24, 2027, and increase the compensation payable to the Contractor for Scope A and Scope B, each of which is tied to a separate funding source.

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

1. Article 1 (Contractor's Services) add a subparagraph C to read:
  - a. For Scope A

Contractor shall:

1. Determine whether clients are enrolled in public (e.g., Medicaid/Medicare) or private insurance.
2. If a client is not currently enrolled in public or private insurance:

- a. Determine if the client is eligible for Medicaid or Medicare; and
  - b. If so, enroll the client in Medicaid or Medicare.
3. Bill public or private insurance for all clinically appropriate services actually provided that are billable under the client's public or private insurance.

In reflection of this plan, NMS invoices shall be submitted at least quarterly, included with the invoice must include the following data (a reporting template will be provided to NMS):

- 1) Number of unique individuals served during the quarter, to include rolling total of unique clients served through the fiscal year
  - a) Number of unique individuals served in which the individual has health insurance, including private insurance, Medicaid, Medicare, and Turquoise Care
  - b) Number of encounters in which the following billing codes are applicable. H2011, 0169, 90791, 90792, H2015 and S9485
- 2) Number of returning individuals served in which the individual does not have any type of health insurance, to include a rolling number of total services received during the fiscal year
  - a) Number of encounters in which Medicaid Presumptive Eligibility was conducted
  - b) Number of submitted Presumptive Eligibility applications
  - c) Number of accepted Presumptive Eligibility applications
  - d) Number of encounters in which the following billing codes are applicable. H2011, 0169, 90791, 90792, H2015 and S9485
- 3) Number of returning individuals served during the quarter, to include rolling number of total services received during the fiscal year
  - a) Number of unique individuals served in which the individual has health insurance, including private insurance, Medicaid, Medicare, and Turquoise Care
- 4) Number of encounters for ACT enrolled clients
- 5) Number of ACT enrolled clients that attend a group
- 6) Number of Medication Management Completed appointments vs. Number of Medication Management No-shows
- 7) Number of Acute/Untreated Severe Mental Illness encounters
- 8) Corresponding zip codes for each type of encounter for a housed individual. For unhoused individuals, 00000 will be entered.
- 9) (a) All costs in the quarter incurred in providing services pursuant to this Agreement; (b) all revenue received during the quarter by source to provide services pursuant to this Agreement, including, but not limited to, grant revenue, public or private insurance reimbursement, and donations; and (c) the difference between (a) and (b), which represents the amount that the County will compensate Contractor up to a maximum of \$700,000 during the second annual term of this Agreement.

In addition to the tracking of public and private insurance, NMS is encouraged to further diversify their funding by searching for additional funding that can supplement services including the Crisis Triage Center operations and/or Mobile Crisis Response. Such efforts are supplemental in nature and shall not be relied upon as primary funding for core crisis services. With the submitted invoices, NMS shall report on these efforts such as grant applications and fundraising events. Any such supplemental sources shall further reduce the County's

compensation obligations under Paragraph 3(A).

Nothing in this agreement shall require Contractor to prioritize billable services over clinically appropriate crisis interventions, nor to alter service delivery in a manner that compromises access, safety, or quality of care.

b. For Scope B

1. Contractor will review the Early Access plan application awarded to Santa Fe County as part of the State's Behavioral Health Reform and Investment Act, attached hereto as Exhibit A.
  2. Contractor will supply Santa Fe County's EMS Department with two professionals to help operate a new Mobile Integrated Health unit within the EMS Department as part of the Early Access plan for Behavioral Health Region One and as identified in the plan.
    - a. One of the professionals shall possess experience in emergency response and/or mobile crisis response while the other professional shall possess behavioral health experience.
    - b. Both professionals shall receive the benefit of clinical and crisis support provided at the La Sala Center.
    - c. Both professionals shall report to EMS through New Mexico Solutions in ways that are operationally agreeable to both parties and can be determined verbally upon commencement of the Contract and can change and evolve as operational needs emerge.
    - d. Both professionals shall have the full operational access benefits that are standard for both staff and contractors of EMS' Mobile Integrated Health services.
    - e. If one or both of the initially identified professionals is not available for one or more days during the term of this Contract, New Mexico Solutions shall supply a sufficient equivalent to satisfy the terms of the Scope.
  3. Contractor will work with EMS and the Community Services Department on data metrics tied to the Early Access plan's required logic model and evaluation plan for EMS' Mobile Integrated Health expansion, which Santa Fe County is required to complete not later than June 15, 2026.
    - a. Contractor and EMS will provide monthly data metrics tied to the logic model and evaluation plan to the Community Services Department at the end of each month.
  4. Contractor will be available to attend regional meetings on the first Tuesday of every month from noon – 1:30p (remote) as requested by Santa Fe County.
  5. Contractor will be available to present to the regional team as requested by Santa Fe County during any of the monthly meetings noted above.
  6. Contractor will invoice the Community Services Department on a monthly basis for services rendered under Scope B, and the invoice for Scope B shall be submitted separately from invoice for Scope A.
2. Article 3 (Compensation, Invoicing and Set-Off) amend subparagraph 3A to read:

By Amendment No. 1 for Scope A, the compensation payable to the Contractor is increased by the sum of **\$700,000.00**, subject to the following:

1. The County shall be the payor of last resort; and
2. The County's compensation shall be further limited to the difference between the cost of services provided and the revenue Contractor receives from all other sources, including, but not limited, to public and private insurance.

The compensation payable to the Contractor for the term of this Agreement for Scope A will not exceed **\$1,660,000.00**, *inclusive* of NM GRT.

By Amendment No. 1 for Scope B, the compensation payable to the Contractor for Scope A is increased by the sum of **\$250,000.00**. The compensation payable to the Contractor for the term of this Agreement for Scope B will not exceed **\$250,000.00**, *inclusive* of NM GRT.

3. Article 4 (Effective Date and Term) adding a subparagraph to read:

By Amendment No. 1 for Scope A and Scope B, the term is extended to June 24, 2027.

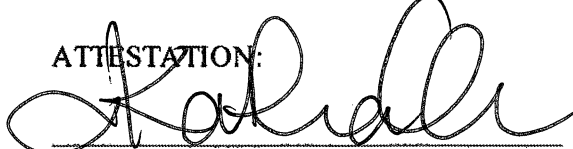
4. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

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

**SANTA FE COUNTY:**

  
Justin S. Greene  
Santa Fe County Board of County Commissioners, Chair

**ATTESTATION:**

  
Katharine E. Clark  
Santa Fe County Clerk

06/10/26  
Date

Approved as to form:

Walker Boyd

Walker Boyd  
Santa Fe County Attorney

6/2/2026

Date

**CONTRACTOR – New Mexico Solutions**

Wanda Figueroa Peralta

Signature

6/2/26

Date

Wanda Figueroa Peralta, CEO  
Print name and title

