

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN SANTA FE COUNTY AND
PRESBYTERIAN MEDICAL SERVICES**

THIS AMENDMENT is entered into this 26th day of March 2019, by and between **Santa Fe County** (hereinafter the “County”), and **Presbyterian Medical Services**, (hereinafter the “Contractor”).

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

WHEREAS, pursuant to amendments made by Amendment No. 3 to the Agreement, the term of the Agreement is due to expire April 1, 2019, and the County wishes to continue to benefit from the Contractor’s services for another year; and

WHEREAS, the County Procurement Manager determines that the Contractor’s services are not “professional services” as that term is defined in Section 13-1-76, NMSA 1978; therefore the term of this Agreement is not limited to a maximum of four years (see Section 13-1-150, NMSA 1978); 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 this Amendment No.4 the parties wish to amend the Agreement to extend the term from April 1, 2019 to April 1, 2020, amend the Contractor’s scope of services for the term of April 1, 2019 to April 1, 2020, and increase the compensation payable to the Contractor by the sum of \$375,000.00 for a not-to-exceed sum of \$1,975,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree to amend the Agreement as follows.

1. Article 1.E. (Scope of Work) insert the following: Follow up on referrals by phone or in person for at least three months to assure individuals have been appropriately referred to or are receiving necessary resources.
2. Article 1.F (Scope of Work) is deleted in its entirety [re-letter 1.G. through 1.K, respectively].
3. Article 1 (Scope of Work) insert the following as subparts “K” through “P.”
 - K. Screen for demographics and social needs of patients.

L. Assure participation, as a community partner in facilitated trainings offered by the County's Community Services Department (CSD).

M. Assess clients' social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance and also collect client demographic data, Emergency Room (ER) and jail data.

N. Identify community and social resources tailored to the individual's needs. Develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified.

O. Provide to the County data on activities related to services provided by the Contractor with consent of the clients served.

P. Participate in Accountable Health Community activities, including attending director level stakeholder meetings (as well as membership on the Accountable Health Community Advisory Committee); navigator and client participation in work groups as needed to support collaboration and provider alignment; and participation in public awareness, outreach and communication regarding activities of the Accountable Health Community.

4. Article 1 (Scope of Work), delete all the provisions under **Measurable Outcomes**.

5. Article 1 (Scope of Work), delete all the provisions under **Deliverables** and replace with:

DELIVERABLES

1. A written report by the 15th of April, August, December, 2019 and April 1, 2020. Each quarterly report will detail:

- a. The number of calls received by Contractor's Mobile Crisis Response Team.
- b. The average response time for calls made to the Mobile Crisis Response Team.
- c. The number of clients provided follow up services through the Contractor's Community Guidance Center.
- d. The number of referral of clients to other agencies.
- e. The number of callers diverted from the ER.
- f. The number of clients diverted from detention facilities.

- g. The amount of funds expended in categories as provided in the Emergency Funds Protocol and Contractor Invoice (Appendix D).
2. A final annual report that is a year-end summary containing all data described in the quarterly reports above.
6. Article 1 (Scope of Work), **Additional Deliverables**, a subparagraph 6) is inserted to read:
- 6) Pursuant to Amendment No. 4 that extends the term of this Agreement to April 1, 2020, the total compensation payable on a reimbursement basis to the Contractor for the performance of all Scope of Services and Deliverables during the term of April 1, 2019 to April 1, 2020, shall not exceed \$375,000.00, inclusive of NM GRT. The total compensation payable to the Contractor for the term of this Agreement shall not exceed **\$1,975,000.00**, inclusive of NM GRT.
7. Article 3.A. (Compensation, Invoicing and Set-Off), subpart 6) and 7) are inserted to read:
- 6) Pursuant to Amendment No. 4, for services provided from April 1, 2019 to April 1, 2020, Contractor will invoice the County quarterly a sum not-to-exceed \$87,500.00 per quarter, totaling \$350,000.00, inclusive of NM grt. Contractor's invoices shall include a detailed status report for all activities listed in Article 1 (Scope of Work and Deliverables).
 - 7) Pursuant to Amendment No. 4, for services provided from April 1, 2019 to April 1, 2020, a reimbursement of no more than \$25,000.00 is available to reimburse Contractor for expenditures made that directly relate to providing resources or goods that help clients mitigate risks, and to reimburse Contractor for 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. These expenses will be reimbursed based on the County's Protocol (Appendix D). Any funds paid pursuant to this Agreement may only be utilized by the Contractor after all other resources of revenue have been sought and exhausted.
8. Article 4 (Effective Date and Term), fourth sentence, the phrase "for a period not-to-exceed April 28, 2019" deleted.
9. Article 4. (Effective Date and Term) is amended by adding a subparagraph b) to read as follows:
- b) By Amendment No. 4 the term of this Agreement is extended from April 1, 2019 to April 1, 2020.
10. Article 23 (**Notices**) is amended by deleting the name and address for the County's point of contact in its entirety and replace with:

Santa Fe County
Attn: Rachel O'Connor, Director
Santa Fe County Community Services Department
2052 Galisteo St., Santa Fe 87505

11. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4, shall remain in full force and effect.


12. For purposes of the effective date of the Contractor's Scope of Services under this Agreement, the Amendments described herein shall be effective April 1, 2019.

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

SANTA FE COUNTY



Anna T. Hamilton, Chair
Board of County Commissioners of Santa Fe County

ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk

3-26-2019
Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

3/12/19
Date

Finance Department


Erika D. Thomas
Interim Finance Director

3.13.19
Date

CONTRACTOR:


(Signature)

3-18-19
Date

Steven C. Hansen CEO & President
(Print name and title)

