

1 HOUSE BILL 257

2 **56TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2023**

3 INTRODUCED BY

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10 AN ACT

11 RELATING TO BEHAVIORAL HEALTH; ENACTING THE FIREFIGHTER AND  
12 EMERGENCY SERVICE PROVIDER PEER SUPPORT ACT; ALLOWING STATE,  
13 LOCAL AND REGIONAL PUBLIC FIRE AGENCIES TO CREATE PEER SUPPORT  
14 PROGRAMS FOR THEIR EMPLOYEES; MAKING PEER SUPPORT SERVICES  
15 CONFIDENTIAL; LIMITING LIABILITY FOR THE PROVISION OF PEER  
16 SUPPORT SERVICES; MAKING AN APPROPRIATION.

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18 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

19 SECTION 1. [NEW MATERIAL] SHORT TITLE.--This act may be  
20 cited as the "Firefighter and Emergency Service Provider Peer  
21 Support Act".

22 SECTION 2. [NEW MATERIAL] DEFINITIONS.--As used in the  
23 Firefighter and Emergency Service Provider Peer Support Act:

24 A. "confidential communication" means a written or  
25 oral communication between an emergency service provider and a

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1 peer support team member;

2 B. "critical incident stress" means the acute or  
3 cumulative psychological stress or trauma that emergency  
4 service providers may experience after responding to an event  
5 that involves crisis, disaster, trauma or emergency and that  
6 results in unusually strong emotional, cognitive, behavioral or  
7 physical reactions that may interfere with normal functioning  
8 and could lead to posttraumatic stress and other injuries,  
9 including:

- 10 (1) physical and emotional illness;  
11 (2) failure of usual coping mechanisms;  
12 (3) loss of interest in the job or normal life  
13 activities;  
14 (4) personality changes; and  
15 (5) loss of ability to function;

16 C. "emergency service provider" means an employee  
17 at a state, local or regional public fire agency who provides  
18 emergency response services, including firefighters, paramedics  
19 and dispatchers;

20 D. "peer support program" means a program  
21 administered by a state, local or regional public fire agency  
22 that delivers peer support services to emergency service  
23 providers;

24 E. "peer support services" means services provided  
25 by a peer support team member that assist emergency service

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1 providers who are struggling with behavioral health issues; and

2 F. "peer support team member" means an emergency  
3 service provider, hospital staff, clergy or educator who works  
4 for a public fire agency and provides peer support services to  
5 emergency service providers.

6 SECTION 3. [NEW MATERIAL] PEER SUPPORT PROGRAM--PEER  
7 SUPPORT TEAM MEMBER TRAINING REQUIREMENTS.--

8 A. Any state, local or regional public fire agency  
9 may establish a peer support program. Each program shall have  
10 at least one peer support team composed of peer support team  
11 members who offer peer support services to emergency service  
12 providers.

13 B. Each peer support team member shall complete a  
14 training course approved by the state fire marshal's office.  
15 The training course shall train peer support team members to  
16 provide peer support services for matters that include:

- 17 (1) substance use and substance abuse;
- 18 (2) critical incident stress;
- 19 (3) grief support;
- 20 (4) line of duty deaths;
- 21 (5) serious injury or illness;
- 22 (6) suicidal thoughts; and
- 23 (7) workplace issues.

24 SECTION 4. [NEW MATERIAL] CONFIDENTIALITY OF PEER SUPPORT  
25 SERVICES.--

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1           A. All communications between emergency service  
2 providers and peer support team members are confidential if  
3 they are made while the peer support team member is providing  
4 peer support services. An emergency service provider has the  
5 right to refuse to disclose, and to prevent another from  
6 disclosing, a confidential communication in all civil,  
7 administrative or arbitration proceedings, whether or not the  
8 emergency service provider is a party to the litigation.

9           B. Notwithstanding the provisions of Subsection A  
10 of this section, a confidential communication may be disclosed  
11 if:

12                   (1) a peer support team member is referring an  
13 emergency service provider to, or consulting with, another peer  
14 support team member;

15                   (2) a peer support team member reasonably  
16 believes that disclosure is necessary to prevent death,  
17 substantial bodily harm or commission of a crime;

18                   (3) the disclosure is made pursuant to a court  
19 order in a civil proceeding; or

20                   (4) the emergency service provider expressly  
21 agrees in writing that the confidential communication may be  
22 disclosed.

23           C. If a confidential communication is disclosed  
24 pursuant to Paragraph (1), (2) or (3) of Subsection B of this  
25 section, the peer support team member making the disclosure

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1 shall notify the emergency service provider of the disclosure  
2 in writing.

3 SECTION 5. [NEW MATERIAL] LIMITED LIABILITY FOR PEER  
4 SUPPORT TEAM MEMBERS.--Except in actions for medical  
5 malpractice, a peer support team member who provides peer  
6 support services, and the public fire agency that employs the  
7 peer support team member, shall not be liable for damages,  
8 including personal injury, wrongful death, property damage or  
9 other loss related to an act, error or omission in performing  
10 peer support services, unless the act, error or omission  
11 constitutes gross negligence or intentional misconduct.

12 SECTION 6. APPROPRIATION.--Two hundred fifty thousand  
13 dollars (\$250,000) is appropriated from the general fund to the  
14 state fire marshal's office for expenditure in fiscal year 2024  
15 to implement the training course and to train peer support team  
16 members. Any unexpended or unencumbered balance remaining at  
17 the end of fiscal year 2024 shall revert to the general fund.