

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN
SANTA FE COUNTY AND GROWING UP NEW MEXICO**

THIS AMENDMENT is made and entered into this 13th day of December 2022 by and between Santa Fe County, hereinafter the "County", and Growing Up New Mexico, hereinafter the "Contractor."

WHEREAS, pursuant to NMSA 1978, Section 13-1-98.1 (B) (Hospital and health care exemption), the procurement of these navigation services by this contractor were deemed to be exempt from competitive solicitation because these services are part of the County's Accountable Health Community (AHC) initiative; and

WHEREAS, on February 8, 2022, the County and Contractor entered into Agreement No. 2022-0154-CSD/TVR (Agreement) as part of the comprehensive Accountable Health Community Navigation Services Initiative also known as CONNECT to provide for Contractor's provision of services for individuals impacted by the COVID-19 virus pandemic with funds from the America Rescue Plan Act or "ARPA"; and

WHEREAS, the County wishes to use County funds to compensate this Contractor for services provided to individuals who may not have been impacted by the COVID-19 virus pandemic; and

WHEREAS, the parties desire to enter into this Amendment No. 1 to increase the compensation payable to the Contractor in the amount of \$107,800.00.

NOW THEREFORE, both parties agree as follows:

1. Article 3 A.1. (Compensation, Invoicing and Set-Off) is amended by inserting the following as subpart (a) to read:

(a) During the term of July 1, 2022 to June 30, 2023, the Contractor shall be compensated as follows:

Contractor's compensation is based on rate of \$2,500.00 per person per year with a minimum of 62 HCAP-eligible patients served with navigation services.

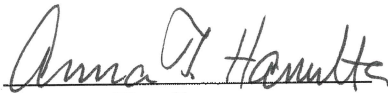
1. Of the total compensation of \$257,800.00 available during the term of July 1, 2022 to June 30, 2023, a sum of \$155,000.00 is available on a reimbursement basis to compensate Contractor for services provided to clients who met the criteria of the HCAP (see Santa Fe County Resolution No. 2014-47).
2. Of the total compensation of \$257,800.00 available during the term of July 1, 2022 to June 30, 2023, a sum of no more than \$102,800.00 in Emergency Flexible Funds (the "EFP"), is available on a reimbursement basis solely for expenditures directly related to providing resources or goods to assist clients to 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. From the EFF amount of \$102,800.00, *no funds shall be issued directly to Contractor's clients* and the EFF may only be utilized by the Contractor after all other resources of revenue have been sought and exhausted. The Contractor shall submit request for reimbursement on a quarterly basis.

3. By Amendment No. 1 to this Agreement, the total amount payable to the Contractor for the period of July 1, 2022 through June 30, 2023 shall not exceed \$257,800.00, inclusive of NM gross receipts tax.
2. All other 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 duly executed this Amendment as of the date of last signature by the parties.

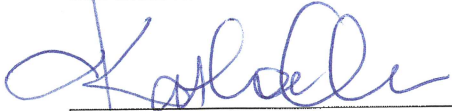
SANTA FE COUNTY:



Anna T. Hamilton

Santa Fe County Board of County Commissioners

ATTESTATION:



Katharine E. Clark

Santa Fe County Clerk

12/22/22
Date



Approved as to form:

Roberta D. Joe for J.Y.

Jeff Young

Santa Fe County Attorney

12/1/2022

Date

Finance Division:



For YSH

Yvonne S. Herrera

Finance Director

12/1/2022

Date

CONTRACTOR:

Katherine Freeman 12/7/22
(Signature) Date

Katherine Freeman, President & CEO
(Print Name & title)

