AMENDMENT NO. 6
TO AGREEMENT BETWEEN SANTA FE COUNTY AND THE MOUNTAIN CENTER

THIS AMENDMENT is made and entered into this 12 th day of November, 2026, between **Santa Fe County** (the "County"), and **The Mountain Center** (the "Contractor").

WHEREAS, on July 5, 2022, the County and Contractor entered into Agreement No. 2022-0271-A-CSD/MR (the "Agreement") to provide for the Contractor's provision of services for those seeking healing and recovery from substance abuse disorder, PTSD, anxiety, and/or depression; and

WHEREAS, Article 15 (No Oral Modifications; Written Amendments required) of the Agreement allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, Amendments Nos. 1 through 5 amended the Agreement to increase the compensation payable to the Contractor, provide for additional services, and extended the term to July 5, 2027; and

WHEREAS, by this Amendment No. 6 the parties agree to amend the Agreement to increase the compensation payable to the Contractor, eliminate the monthly drawdowns by removing the drawdowns that were implemented by Amendment No. 3 and replace the drawdown procedure with compensation based upon Uplift Service Rates.

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

1. Article 3 (Compensation, Invoicing and Set-Off), insert a subparagraph e to read:

   e. By Amendment No. 6 the compensation payable to the Contractor is increased by the sum of $114,925. The total amount payable to the Contractor for the term of this Agreement will not exceed $273,625.00, *inclusive* of NM GRT.

   f. (County Payment of Last Resort) Santa Fe County shall be responsible for payment of eligible fees for services provided under this Agreement only to the extent such fees are not reimbursable by Medicaid or other applicable third-party insurance sources. The Contractor shall bill all applicable Medicaid and third-party insurance sources and comply with applicable billing, documentation, and reimbursement requirements before seeking payment from Santa Fe County. The Contractor shall not seek payment from the County for amounts paid or reimbursed by another funding source. Any request for County payment for services or fees that are not reimbursable by Medicaid or other applicable third-party insurance sources must be supported by appropriate

documentation and is subject to the County's review and approval, consistent with the terms of this Agreement and applicable law.

2. Articles 3.A.1 (i) and 3.A.2 (i) are deleted in their entirety.

3. By this Amendment No. 6 the compensation in the form of reimbursement to the Contractor in Articles 3.A.1 and 3.A.2 (Compensation, Invoicing, and Set-Off), will be reimbursed to the Contractor in accordance with the Uplift Service Rates stated in Attachment A.

4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 5 and this Amendment No. 6 will 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:

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

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

11/12/2026
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

10/6/2026
Date

CONTRACTOR – THE MOUNTAIN CENTER

10/6/26
Date

Attachment A

The Mountain Center
FY27 Uplift Service Rates

Assessment	$245.00
Individual Therapy, 1 hour	$220.00
Family Therapy, 1 hour	$195.00
No Show Rate (first time, per client)	$100.00

AMENDMENT NO. 5
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND THE MOUNTAIN CENTER

THIS AMENDMENT is made this 9th____day of July, 2026, between **Santa Fe County** (the "County"), and **The Mountain Center** (the "Contractor").

WHEREAS, on July 5, 2022, the County and Contractor entered into Agreement No. 2022-0271—A-CSD/MR (the "Agreement"), to provide for the Contractor's provision of services for those seeking healing and recovery from substance abuse disorder, PTSD, anxiety, and/or depression; and

WHEREAS, Amendments Nos.1 through 4 amended the Agreement to increase the compensation payable to the Contractor, provide for additional services to be provided by the Contractor's, and extended the term to July 5, 2026; and

WHEREAS, the Contractor's Services are not "professional services" as that term is defined in NMSA 1978, Section 13-1-76, and under NMSA 1978, Section 13-1-150 (A), the amount of the contract is $25,000 or more, therefore the term of this Agreement is not limited to four years; and

WHEREAS, the term of the Agreement expired on July 5, 2026, however the County would like to continue to benefit from the Contractor's services, therefore by this Amendment No. 5 the parties agree to extend the term to July 5, 2027.

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

1. Article 4 (Effective Date and Term) insert a subparagraph b to read:

   (b) By Amendment No. 5 the term is extended to July 5, 2027.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 4 and this Amendment No. 5 will 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:

Gregory S. Shaffer — 7/9/2026
Santa Fe County Manager — Date

Approved as to form:

Roberta D. Joe for W.B. 7/7/2026

Walker Boyd
Santa Fe County Attorney

Date

CONTRACTOR – THE MOUNTAIN CENTER

7/7/2026

Date

AMENDMENT NO. 4
TO THE AGREEMENT NO. 2022-0271-A-CSD/MR BETWEEN
SANTA FE COUNTY AND THE MOUNTAIN CENTER

This Amendment is made this 18th day of March, 2026, between **Santa Fe County** (the "County") and **THE MOUNTAIN CENTER** (the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2022-0271-A-CSD/MR (the "Agreement") on July 5, 2022, to provide for the Contractor's provision of services for those seeking healing and recovery from substance use disorder, PTSD, anxiety, and/or depression; and

WHEREAS, Amendment Nos. 1, 2 and 3 increased the compensation payable to the Contractor, increased the Contractor's Services to include youth in the County (Additional Services), and extended the term to July 5, 2026; and

WHEREAS, by this Amendment No. 4 the parties agree to amend the Agreement to increase the compensation payable to the Contractor by the sum of $17,925.00.

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

1. Article 3.A.1 (Compensation, Invoicing, and Set-Off) delete "$53,775.00" and replace with "$158,700.00"; delete "$45,000.00" and replace with "$148,775.00".

2. Article 3.A.2 (Compensation, Invoicing, and Set-Off) delete "$53,775.00" and replace with "$158,700.00"; and delete "$8,775.00" and replace with "$18,700.00", respectively.

3. Article 3.A.3 (Compensation, Invoicing, and Set Off) insert a subparagraph d to read:

    d. By Amendment No. 4 the compensation payable to the Contractor is increased by the sum of $17,925.00. The total not-to-exceed compensation payable to the Contractor for the term of this Agreement will not exceed **$158,700.00,** *inclusive* of NM GRT.

4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2, 3 and this Amendment No. 4 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:

3/18/2026

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

3/4/2026

Date

CONTRACTOR— THE MOUNTAIN CENTER

Signature

3/16/26

Date

AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN SANTA FE COUNTY AND THE MOUNTAIN CENTER

This Amendment is made this 7th day of January 2025, between **Santa Fe County** (the "County") and **THE MOUNTAIN CENTER** (the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2022-0271-A-CSD/MR (the "Agreement") on July 5, 2022, to provide for the Contractor's provision of services for those seeking healing and recovery from substance use disorder, PTSD, anxiety, and/or depression; and

WHEREAS, Amendment Nos. 1 and 2 increased the compensation payable to the Contractor and extended the term to July 5, 2026; and

WHEREAS, by this Amendment No. 3, the parties agree to amend the Agreement to expand the scope of the Contractor's services to extend to Santa Fe County youth, and increase the compensation payable to the Contractor by the sum of $87,000.

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

1. Article 1 (Scope of Services) insert a subparagraph 15 to read:

> 15. Additional Services. By Amendment No. 3 that provides for Additional Services, the Contractor will continue to provide the services described above and expand its services to include providing comprehensive behavioral health support for youth in Santa Fe County, primarily through the County's Teen Court program, youth case management and community outreach. The Contractor's expanded services will include support for youth and families across various settings—such as home, school, and community; participation in the CONNECT program; offering intake, assessment, and treatment planning; case management and care coordination using Unite Us and Share NM to collaborate and share data with community partners. Multi-family psycho-educational groups will be facilitated to support up to eight families at a time, focusing on cultural competence, client confidentiality, and HIPAA compliance.

2. Article 3.A.1 (Compensation, Invoicing, and Set-Off) delete $17,925.00" and replace with "$53,775.00"; delete "$15,000.00" and replace with "$45,000.00"; and in 3.A.2. delete $17,925.00" and replace with "$53,775.00"; and delete "$2,925.00" and replace with "$8,775.00", respectively.

3. Article 3.A.1 (Compensation, Invoicing, and Set-Off) insert a subpart (i) to read:

> (i) By Amendment No. 3 of the additional compensation of $87,000.00 for the Additional Services for Santa Fe County youth, $80,000.00 will be available on a monthly drawdown to reimburse Contractor for services provided to Santa Fe County youth under this Agreement.

4. Article 3.A.2 (Compensation, Invoicing, and Set-Off) insert a subpart (i) to read:

> (i) By Amendment No. 3, of the additional compensation of $87,000.00 for the Additional Services for services for Santa Fe County youth, $80,000.00 will be available on a monthly drawdown to reimburse Contractor for service provisions. $7,000.00 will be available to reimburse Contractor solely for costs relating to addressing emergency circumstances faced by an indigent client and that are related to social determinants of health (Flexible Funds). *No funds will be issued directly to Contractor's clients.* Flexible Funds may be utilized by the Contractor after all other resources or revenue have been sought and exhausted. Contractor will submit requests for reimbursement to CSD on a quarterly basis.

5. Article 3.A.3 (Compensation, Invoicing, and Set Off) insert a subparagraph c to read:

> c. By Amendment No. 3 the compensation payable to the Contractor is increased by the sum of $87,000. The total not-to-exceed compensation payable to the Contractor for the term of this Agreement will not exceed **$140,775.00,** *inclusive* of NM GRT.

6. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 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:

_____	1/7/2025
Gregory S. Shaffer	Date
Santa Fe County Manager	

Approved as to form:

Roberta D. Joe for J.Y. December 19, 2024

Jeff Young
Santa Fe County Attorney

Date

CONTRACTOR— THE MOUNTAIN CENTER

12/20/24

Signature

Date

Approved as to form:

Roberta D. Joe for J.Y. December 19, 2024

Jeff Young
Santa Fe County Attorney

Date

CONTRACTOR— THE MOUNTAIN CENTER

12/20/24

Signature

Date

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN SANTA FE COUNTY AND THE MOUNTAIN CENTER

This Amendment is made this 11 th day of June 2024, between **Santa Fe County** (the "County") and **The Mountain Center (**the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2022-0271-A-CSD/MR (the "Agreement") on July 5, 2022, to provide for the Contractor's provision of services for those seeking healing and recovery from substance use disorder, PTSD, anxiety, and /or depression; and

WHEREAS, Article 15 (No Oral Modifications, Written Amendments Required) allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by Amendment No. 1 the Agreement was amended to increase the compensation payable to the Contractor; and

WHEREAS, by this Amendment No. 2 the parties agree to amend the Agreement to increase the compensation payable to the Contractor by the sum of $17,925.00 and extend the term to July 5, 2026.

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

1. Article 3.A.3 (Compensation, Invoicing and Set-Off) insert a subparagraph b to read:

> (b) By Amendment No. 2 the compensation payable to the Contractor is increased by the sum of $17,925.00. The total amount of compensation payable to the Contractor for the term of this Agreement will not exceed $53,775.00 *inclusive* of NM GRT.

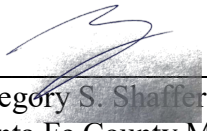
2. Article 4 (Effective Date and Term) insert a subparagraph a to read:

> (a) By Amendment No. 2 the term is extended to July 5, 2026.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 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:



6/13/2024

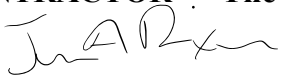
Gregory S. Shaffer — Date
Santa Fe County Manager

Approved as to form:

Roberta D. Joe for J.Y. — June 11, 2024

Jeff Young — Date
Santa Fe County Attorney

CONTRACTOR— The Mountain Center



June 11, 2024

Signature and title — Date

AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN SANTA FE COUNTY AND THE MOUNTAIN CENTER

This Amendment is made this 21 day of June 2023, between **Santa Fe County (**the "County") and **The Mountain Center (**the "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2022-0271-A-CSD/MR (the "Agreement") on July 5, 2022, to provide for the Contractor's provision of services for those seeking healing and recovery from substance use disorder, PTSD, anxiety, and/or depression; and

WHEREAS, Article 15 (No Oral Modifications, Written Amendments Required) 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 wish to increase the compensation payable to the Contractor by the sum of $17,925.00.

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

1. Article 3. (Compensation, Invoicing, and Set Off) insert a subparagraph a to read:

A.3.

a. By Amendment No. 1 the compensation payable to the Contractor is increased by the sum of $17,925.00. The compensation payable to the Contractor for the term of this Agreement will not exceed $35,850.00, *inclusive* of NM GRT.

2. 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:

Gregory S. Shaffer
Santa Fe County Manager

6/21/2023
Date

Approved as to form:

Roberta D. Joe for J.Y. — June 14, 2023

Jeff Young — Date
Santa Fe County Attorney

Finance Division:

[signature] — 6/15/2023

Yvonne S. Herrera — Date
Finance Director

CONTRACTOR— THE MOUNTAIN CENTER

[signature] — 6/21/2023

Signature — Date

Juan Antonio (Tony) Dixon
Executive Director

Print name and title

such as child care. 63 programs are in our CONNECT network, with over 225 navigators who work together to assist people in meeting these health needs. The CONNECT network relies on the participation of the Federally Qualified Health Centers and community services organizations with which we contract.

According to the Centers for Medicare and Medicaid Services, unmet health-related social needs, such as inadequate or unstable housing and food insecurity, may increase the risk of developing chronic conditions, reduce an individual's ability to manage these conditions, increase health care costs, and lead to avoidable health care utilization. Due to the current COVID-19 pandemic these social needs have grown, in particular for housing, utilities and food.

The proposed contracts with Casa Milagro, Espanola Pathways Shelter, New Mexico Coalition to End Homelessness DBA Consuelo's Place, Santa Fe Mountain Center, Santa Fe Public School Adelante Program, Santa Fe Public School Teen Parent Program, Solace Crisis Treatment Center and The Life Link, many who already participate in our CONNECT network, will allow a continuation and expansion of navigation services in FY23 for the provision of housing and shelter, utilities, food and other basic needs. Continuation and expansion of capacity and resources within the CONNECT network will have a positive impact on the health and well-being of County residents, by meeting the immediate needs of individuals and providing increased navigation to services and flexible funds. For these reasons, we believe the procurement of these eight contracts qualifies for the health care exemption.

SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND THE MOUNTAIN CENTER

THIS AGREEMENT is made and entered into on this 5 day of July, 2022, by and between **Santa Fe County** (the "County"), a political subdivision of the state of New Mexico, and **The Mountain Center,** PO Box 449, Tesuque NM 87574 (the "Contractor").

WHEREAS, the Santa Fe County Community Services Department (CSD) has implemented the *Accountable Health Community Navigation Services Initiative* also known as CONNECT; and

WHEREAS, the purpose of CONNECT is to provide funding assistance to organizations who provide services to individuals or clients who are in high-risk or high-need populations due to social determinants that have influenced a person's health and well-being; and

WHEREAS, CONNECT helps residents and citizens to navigate available community services and clinical care and offers providers access to data and information to better serve the health needs of residents and clients; and

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 a competitive solicitation because these services are part of the County's Accountable Health Community Initiative; and

WHEREAS, the County wishes to benefit from the Contractor's services that will help to provide increased capacity and additional resources to the CONNECT network.

NOW THEREFORE, it is agreed between the parties:

1. SCOPE OF SERVICES

A. Contractor shall:

1. Provide case manager(s)/navigator(s) to provide navigation services to individuals in the Transitional Living Program. Contractor's designated navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.
2. Screen for demographics and social needs of patients using categories and screening tool described in Attachment A (CONNECT SDOH Screen).
3. Assess clients' social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
4. Provide navigation to women in recovery, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using the screening tool, Unite Us platform and other coordinated entry systems.

5. Assure navigator participation in facilitated trainings offered by CSD.
6. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.
7. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.
8. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.
9. Using Unite Us, provide CSD with quarterly data on the social determinants of health, demographics, and ER and jail utilization of clients served.
10. Using the Unite Us platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other County funded partners and CSD.
11. Using Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.
12. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.
13. Adhere to Flexible Fund protocol developed and provided by the County to serve as a payer of last resort for one-time expenses related to social determinants of health. (Attachment B - CONNECT Navigation Protocols on Use of Flexible Funds).
14. Ensure clients served meet the eligibility for the Santa Fe County Health Care Assistance Program as defined by Santa Fe County Resolution No. 2014-47.

B. The County shall:

1. Provide Contractor with a login to the Unite Us for platform for Contractor's designated case manager/navigator or assigned staff.
2. Reimburse Contractor at a rate of $2,500.00 per individual served.
3. Reimburse Contractor for expenses made to access funds according to the Flexible Funds guidelines established in the Navigation Protocols (see Attachment B).
4. Provide training and on-going technical assistance on the use of the Unite Us platform.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services) shall be completed in full, to the satisfaction of the County, in accordance with professional standards 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 Services 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 a written amendment.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1. Of the total not-to-exceed compensation of $17,925.00, $15,000.00 will be available to reimburse Contractor for navigation services provided to clients who met the criteria of the Santa Fe County Health Care Assistance Program (HCAP) (see Santa Fe County Resolution No. 2014-47). This sum is calculated based on a minimum of six HCAP-eligible clients being served or provided with navigation services by the Contractor at the rate of $2,500.00 per client.

2. Of the total not-to-exceed compensation of $17,925.00, $2,925.00.00 will be available to reimburse the Contractor solely for costs relating to addressing emergency circumstances faced by an indigent client and that are related to social determinants of health. *No funds under this Agreement shall be issued directly to Contractor's clients.* Funds under this Agreement may be utilized by the Contractor after all other resources of revenue have been sought and exhausted. The Contractor shall submit the request for reimbursement to CSD on a quarterly basis.

3. The total not-to-exceed compensation payable to the Contractor for the term of this Agreement shall not exceed **$17,925.00**, *inclusive* of NM GRT.

4. This amount is a maximum and not a guarantee that the services to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall

issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

1. The County's representative for certification of acceptance or rejection of contractual items and services shall be **Jennifer N. Romero, Health Care Assistance Administrative Program Manager, (505) 995-9526, email jnromero@santafecountynm.gov**, or such other individual as may be designated in the absence of the County representative.

2. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services.

3. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of 1.5% per month, until the amount due is paid in full.

C. 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.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TER

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties and shall terminate two years from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement however the term shall not to exceed four years total.

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 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 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 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 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for

acceptable services performed before the effective date of termination but shall not be liable for any services 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 services 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 services.

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 Services), 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; NON-DISCRIMINATION

A. The Contractor shall 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 activities or services 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.

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 court 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 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 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
Community Services Department
Attn: Jennifer N. Romero, Program Manager
100 Catron Street
Santa Fe, New Mexico 87501

To the Contractor:
The Mountain Center
Attn: Tony Dixon
P.O. Box 449
Tesuque, NM 87574

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 governing agreement or purpose.

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

25. FACSIMILE and ELECTRONIC SIGNATURE

The parties hereto agree that a facsimile or electronic 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. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. 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 Agreement; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

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

SANTA FE COUNTY:

Gregory S. Shaffer
Santa Fe County Manager

7/5/22
Date

Approved as to form:

Roberta D. Joe for R.A.B.
Rachel A. Brown
Interim Santa Fe County Attorney

June 24, 2022
Date

Finance Division:

Yvonne S. Herrera
Finance Director

6/30/2022
Date

CONTRACTOR - THE MOUNTAIN CENTER:

Juan Antonio Dixon
(Signature)

6/30/22
Date

Juan Antonio (Tony) Dixon
(Print name and title)

Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3

SANTA FE COUNTY

Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

MEMORANDUM

Date: July 7, 2026

To: Procurement File BT

From: Bill Taylor, Procurement Manager

Subject: ***Written Determination of Non-Professional Services, Pursuant to NMSA 1978, 13-1-76, Allowing A Contract Term to Exceed the 4 Year Term, Pursuant to NMSA 1978, 13-1-150. Multi-Term Contracts***

Santa Fe County entered into Agreement No. 2022-0271-A-CSD/MR with the Mountain Center (Contractor) in July 2022 to implement the Community Services Department (CSD) initiative known as CONNECT. CONNECT helps residents and citizens to navigate available community services and clinical care and offers providers access to data and information to better serve the health needs of residents and clients.

The Agreement is now in the fourth term and the County wishes to extend the term of services beyond the four-year term.

Pursuant to NMSA 1978, 13-1-150. Multi-Term Contracts, *"a multi-term contract for items of tangible personal property, construction or services except for professional services,"* and *"if the amount of the contract is twenty-five thousand dollars ($25,000) or more, the term shall not exceed 10 years,.."*; and

Pursuant to Section 50 (B) of the Purchasing Regulations and Policy Manual, if funds are not appropriated or otherwise made available to support continuation of performance of the multi-term contract in a subsequent fiscal year(s) the contract will be canceled.

It is the determination of the Chief Procurement Officer for the County that the services that are provided by Mountain Center are not considered to be professional services pursuant to NMSA 1978, 13-1-76 Definition; professional services; and therefore, the term of the subject contract may be extended, but shall not exceed ten-years; and that it is in the best interest of the County to amend the Agreements to extend the term beyond the four-year term.