

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICE AGREEMENT BETWEEN  
SANTA FE COUNTY AND UNITED WAY OF SANTA FE COUNTY**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between **Santa Fe County**, hereinafter the “County”, and **United Way of Santa Fe County**, 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 June 19, 2018, the County and Contractor entered into Agreement No. 2018-0349-A-CSD/MM (Agreement) as part of the comprehensive AHC navigation services initiative by the Santa Fe County Community Services Division (CSD); and

**WHEREAS**, CSD also developed ACH Navigation Protocols for FY 2019 and the Navigation Protocols include the creation of a fund designated as “Emergency Flexible Funds” which are funds that may be accessed to cover certain costs and expenses within each social determinates of health pathways; and

**WHEREAS**, Article 16 (No Oral Modifications; Written Amendments Required) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the parties desire to enter into this Amendment No. 1 to extend the term of the Agreement to June 30, 2020 and increase the compensation payable to the Contractor in the amount of \$41,825.00.

**NOW THEREFORE**, both parties agree as follows:

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

(a) During the term of June 19, 2019 to June 30, 2020, the Contractor shall be compensated as follows:

Contractor’s compensation is based on rate of \$1,000.00 per person per year with a minimum of 35 HCAP-eligible patients served with navigation services.

1. Of the total compensation of \$41,825.00 available during the term of June 19, 2019 to June 30, 2020, a sum of \$35,000.00 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 \$41,825.00 available during the term of June 19, to June 30, 2020, a sum of no more than \$6,825.00 in Emergency Flexible Funds (the "EFF"), 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 \$6,825.00, *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 shall not exceed **\$83,650.00, inclusive of NM gross receipts tax.**

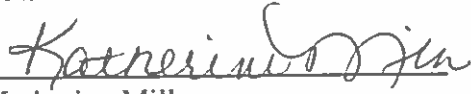
2. Article 5 (Effective Date and Term) is amended by inserting subparagraph A to read:

A. By Amendment No. 1, the parties agree to extend the term of this Agreement to June 30, 2020.

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

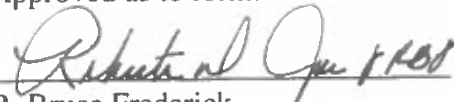
**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
Katherine Miller  
Santa Fe County Manager


5/24/19  
Date

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

5/15/19  
Date

Finance Department:

  
Gary L. J. Girón  
Finance Director

8/17/19  
Date

CONTRACTOR:

  
Signature

5-16-19  
Date

KATHERINE FREEMAN  
(Print name and title)

