

**SANTA FE COUNTY  
AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH DIAMOND PHARMACY SERVICES  
TO PROVIDE PHARMACEUTICAL SERVICES AND SUPPLIES**

**THIS AMENDMENT** is made and entered into on this 29 day of July, 2014 by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **DIAMOND PHARMACY SERVICES**, 645 Kolter Drive, Indiana, PA 15707-3570 (hereinafter referred to as the "Contractor").

**WHEREAS**, the County and Contractor entered into Agreement No. 2011-0270-CORR/MS on August 31, 2011 to provide for Contractor's provision of professional pharmaceutical service and supplies to inmates of the County Corrections Department;

**WHEREAS**, Agreement No. 2011-0270-CORR/MS was amended by Amendment No. 1 dated July 10, 2012 wherein the term of the Agreement was extended from August 31, 2012 to August 31, 2013 and the compensation was increased by \$40,000 for a not to exceed sum of \$280,000;

**WHEREAS**, Agreement No. 2011-0270-CORR/MS was amended by Amendment No. 2 dated September 10, 2013 wherein the term of the Agreement was extended from August 31, 2013 to August 31, 2014;

**WHEREAS**, pursuant to Article 15 (Amendment) of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties;

**WHEREAS**, pursuant to Article 3 (Term) of the Agreement, the term of the Agreement is one (1) year subject to renewal by the County in one-year increments;

**WHEREAS**, by this Amendment No. 3 the term will be extended one (1) year and will terminate August 31, 2015.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Delete Article 2.A.1) in its entirety and replace with the following:
  - 1) The County shall pay in full to the Contractor invoice acquisition costs plus a dispensing fee of **Three Dollars and Thirty-Eight Cents (\$3.38)** for each County medical order satisfactorily dispensed and delivered by the Contractor. The total amount payable to the Contractor under this Agreement, shall not exceed **Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00)**, per year (or term), inclusive of New Mexico gross receipts tax. Any tax levied on the amounts payable under

this Agreement shall be paid by the County to the Contractor.

2. In Article 3 (Term), insert a new provision 3.3 to read as follows:

3.3 By Amendment No. 3, the term of this Agreement is extended for one  
(1) year beginning August 31, 2014 through August 31, 2015.

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

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of  
the date first written above.

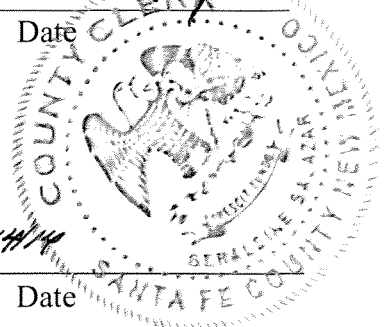
**SANTA FE COUNTY:**

  
Daniel W. Mayfield, Chair  
Santa Fe County Board of County Commissioners

7/29/2014  
Date

Attest:

  
Geraldine Salazar  
Santa Fe County Clerk

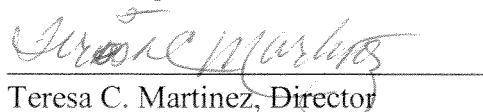
7-29-2014  
Date  
  
4/11/14  
Date

Approved as to form:


  
Stephen C. Ross  
Santa Fe County Attorney

Approved:

Finance Department

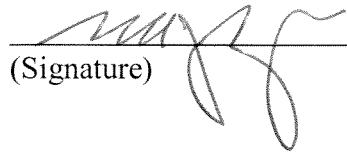
  
Teresa C. Martinez, Director

4/12/14  
Date

  
for Katherine Miller, Manager

4-13-14  
Date

**CONTRACTOR:**

  
(Signature)

4/28/2014  
Date

By: Mark J. Zilner, Chief Operating Officer  
(Name and title)

FEDERAL TAX I.D. NUMBER: 25-1378278

