

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
SANTA FE COUNTY AND
CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**

THIS AMENDMENT is made and entered into as of this 8th day of December 2014, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **CHRISTUS St. Vincent Regional Medical Center**, (hereinafter referred to as "Contractor").

WHEREAS, on November 8, 2011 the County and the Contractor entered into Agreement No. 2012-0052-DWI/TRV in the amount of \$300,000.00 for the Contractor to provide detoxification services; and

WHEREAS, by Amendment No. 1 dated August 1, 2012, Agreement No. 2012-0052-DWI/TRV was amended to extend the term of the Agreement for one (1) year to November 8, 2013 and increase the total compensation by \$300,000.00; and

WHEREAS, by Amendment No. 2 dated August 27, 2013, Agreement No. 2012-0052-DWI/TRV was amended to extend the term of the Agreement for one (1) year to November 8, 2014 and increase the total compensation by \$300,000.00; and

WHEREAS, according to Paragraph 3, "EFFECTIVE DATE AND TERM" the County may extend the term of the Agreement in one (1) year increments for up to four (4) years; and

WHEREAS, according to Paragraph 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED" the County may change the scope of work upon executed amendment to the Agreement; and

WHEREAS, the County wishes to allow CHRISTUS St. Vincent, Care Connection the use of a Santa Fe County Vehicle to provide a safe means of transport for clients participating in the Sobering Center Detox Program; and

WHEREAS, CHRISTUS St. Vincent, Care Connection wishes to allow the County the use of one (1) office space at the CHRISTUS St. Vincent Care Connection facility; and

WHEREAS, the parties desire to enter into this Amendment No. 3 to increase the total compensation by \$300,000.00; extend the term of the Agreement for another year through November 8, 2015; change the scope of work to allow CHRISTUS St. Vincent, Care Connection the use of a Santa Fe County Vehicle and, allow the County the use of one (1) office space at the CHRISTUS St. Vincent Regional Medical Center facility.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS.

1. Article 1 (Scope of Work) of Agreement No. 2012-0052-DWI/TRV is amended by inserting 3 new subparagraphs "j", "k" and "l" to read:

- j. Pursuant to Amendment No. 3, reports required by subparagraph “f” and “g” above shall be submitted to the County by January 15, 2015, April 15, 2015 and July 15, 2015, respectively.
 - k. The Contractor shall be required to provide all necessary maintenance for the use of Santa Fe County vehicle, a 2014 Chevrolet Impala, Unit #852 with license plate number G-58668. Additionally the Contractor shall provide a current certificate of insurance naming Santa Fe County as additional insured for the added use of the County vehicle. Any employee of CHRISTUS St. Vincent, Care Connection operating said vehicle must hold a valid New Mexico driver’s license.
 - l. The Contractor shall allow the County the use of one (1) office space at the CHRISTUS St. Vincent Care Connection facility, located at 2052 South Galisteo Street, Santa Fe, NM 87505.
2. Article 1 (Scope of Work) of Agreement No. 2012-0052-DWI/TRV is amended by inserting a new section at the end of the section to read:

The County shall provide the following:


- a. Allow CHRISTUS St. Vincent, Care Connection the use of Santa Fe County vehicle, a 2014 Chevrolet Impala, Unit #852 with license plate number G-58668 for all operations performed for the County by the Contractor as provided in the scope of work.
3. Article 2 (Compensation, Invoicing , and Set-Off) of Agreement No. 2012-0052-DWI/TRV is amended by inserting a new subparagraph 1) (c) to read:
- 1) (c) Pursuant to Amendment No. 3, County shall pay to the Contractor for services performed to the satisfaction of the County as follows:
 - i. \$100,000.00 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than January 15, 2015.
 - ii. \$100,000.00 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than April 15, 2015.
 - iii. \$100,000.00 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than July 15, 2015.
4. Article 2 (Compensation, Invoicing , and Set-Off) of Agreement No. 2012-0052-DWI/TRV is amended by deleting subparagraph 2 and replace with the following:
- 2) The total amount payable to the Contractor under this Agreement as amended by Amendment No. 3 shall not exceed three hundred thousand dollars (\$300,000.00) per year, exclusive of gross receipts tax. In no event shall the total compensation paid to the contractor by the County under this Agreement, as amended, exceed one million two hundred thousand dollars (\$1,200,000.00) exclusive of gross receipts tax.
5. Article 3 (Effective Date and Term) is amended by adding a new subparagraph (c) to read:

(c) Pursuant to Amendment No. 3, the parties mutually agree to extend the term for one (1) year from November 8, 2014 to November 8, 2015.

6. All other provisions of Professional Services Agreement No. 2012-0052-DWI/TRV not specifically amended or modified by Amendment Nos. 1, 2 and 3, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date first written above.

SANTA FE COUNTY

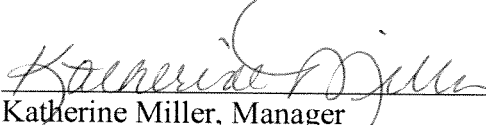

Daniel W. Mayfield, Chair
Santa Fe County Board of County Commissioners

10-28-14
Date

ATTEST:



Geraldine Salazar
Santa Fe County Clerk

10-28-2014
Date


Katherine Miller, Manager
Santa Fe County

10-21-2014
Date

APPROVED AS TO FORM:


Gregory S. Shaffer
Santa Fe County Attorney

10-21-14
Date

FINANCE DEPARTMENT


Teresa Martinez, Finance Director

10/21/2014
Date

CONTRACTOR - CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER

By:  COO
(signature and title)

12-8-14
Date