

**SANTA FE COUNTY  
AMENDMENT NO. 3 TO THE AGREEMENT  
WITH OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.,  
TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES**

**THIS AMENDMENT** is made and entered into this 9<sup>th</sup> day of October 2015, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers**, hereinafter referred to as the "Contractor".

**WHEREAS**, on October 19, 2012, the County and Contractor entered into Agreement No. 2012-0224-HR/PL (the Agreement) to provide for the Contractor's provision of drug and alcohol testing services for the County; and

**WHEREAS**, according to Article 15 (No Oral Modifications; Written Amendments Required) of the Agreement the parties may amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, by Amendment No. 1 the term of the Agreement was extended to October 19, 2014, the Contractor's compensation was increased and minor amendments were made to the Contractor's Scope of Work. By Amendment No. 2 the term of the Agreement was extended to October 19, 2015, the Contractor's compensation was increased, and Exhibit A of the Agreement was replaced; and

**WHEREAS**, the term of the Agreement is due to expire October 19, 2015 and the County wishes to extend the term of the Agreement to October 19, 2016 and increase the Contractor's compensation by \$50,000 for the term of October 19, 2015 to October 19, 2016.

**WHEREAS**, both parties desire to enter into the Amendment No. 3.

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

1. Article 2. "COMPENSATION AND INVOICING" a new subparagraph "A.2.c" is inserted to read as follows:

c. By Amendment No. 3, the County exercised its option to extend the term of this Agreement from October 19, 2015 to October 19, 2016. The total amount payable to the Contractor for the period of October 19, 2015 to October 19, 2016, exclusive of gross receipts tax, shall not exceed Fifty Thousand Dollars (\$50,000). The total amount payable to the Contractor under this Agreement, as amended and extended, shall not exceed Two Hundred Thousand Dollars (\$200,000) exclusive of NM gross receipt tax.

2. Article 3. "EFFECTIVE DATE AND TERM" a new subparagraph C is inserted to read as follows:

C. By Amendment No. 3, the County notifies Contractor and exercised the County's option to extend the term of this Agreement for one year from October 19, 2015 to October 19, 2016 on the same terms and conditions as stated herein and a \$50,000 increase in compensation.

3. All other provisions of Agreement No. 2012-0224-HR/PL not specifically amended or modified by Amendment Nos. 1 and 2 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:**

  
\_\_\_\_\_  
for Katherine Miller  
Santa Fe County Manager

10.9.15  
\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

10/5/15  
\_\_\_\_\_  
Date

Finance Department approval

  
\_\_\_\_\_  
Carole H. Jaramillo  
Finance Department Director

10/6/15  
\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

Amendment No. 3 to Agreement No. 2012-0224-HR/PL

C. By Amendment No. 3, the County notifies Contractor and exercised the County' option to extend the term of this Agreement for one year from October 19, 2015 to October 19, 2016 on the same terms and conditions as stated herein and a \$50,000 increase in compensation.

3. All other provisions of Agreement No. 2012-0224-HR/PL not specifically amended or modified by Amendment Nos. 1 and 2 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:**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

10/5/15  
\_\_\_\_\_  
Date

Finance Department approval

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Department Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

DocuSigned by:

  
\_\_\_\_\_  
#EE06EDA91D4D4  
(Signature)

10/8/2015  
\_\_\_\_\_  
Date

Robert G. Hassett, D.O., MPH, President, Treasurer and Corporate Secretary  
\_\_\_\_\_  
(Print name and title)

