

**SANTA FE COUNTY  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH BEHAVIORAL THERAPY ASSOCIATES, LLC TO PURCHASE AND INSTALL  
DWI WEB BASED SOFTWARE APPLICATION**

**THIS AMENDMENT** is made and entered into this 30<sup>th</sup> day of may 2014, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Behavioral Therapy Associates, LLC**, hereafter referred to as "the Contractor."

**WHEREAS**, the Contractor is the developer of the "Right Turns" web-based software application designed for treatment options for defendants sentenced to the DWI Compliance Program and the license for this software can only be purchased from the Contractor;

**WHEREAS**, the County Procurement Manager has determined that the purchase of such software and license meets the Sole Source Procurement requirements of Section 13-1-126 of the Procurement Code and the Santa Fe County Procurement Manual;

**WHEREAS**, on June 19, 2013 the County and Contractor entered into Agreement No. 2013-0354-HH/GG to provide for the County's purchase of a license to use the "Right Turns" web-based software;

**WHEREAS**, Article 14, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2013-0354-HH/GG allows the parties to amend the Agreement by an instrument in writing executed by the parties;

**WHEREAS**, the County requires additional services to conduct follow-up evaluations for DWI offenders in the Right Turns pilot study;

**WHEREAS**, the County notified the Contractor that the County wishes to amend the Contractor's scope of work to provide for additional services, extend the term of the Agreement to June 19, 2015 and increase the Contractor's compensation by \$11,018.00 for a total contract sum of \$31,018.00;

**WHEREAS**, both parties desire to enter into Amendment No. 1.

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

1. Article 1. "Scope of Work" a new paragraph "E" is inserted to read as follows:
  - E. Conduct follow-up evaluations with 122 DWI offenders in the "Right Turns" pilot study using the "Drinkers Evaluation" web application.
2. Article 2. "Compensation and Invoicing" subparagraph 2.A a new subparagraph "1.(a)" is inserted to read as follows:

- (a) Pursuant to Amendment No. 1 to extend the term of this Agreement from June 19, 2014 to June 19, 2015, the Contractor's compensation for the extended term is increased by Eleven Thousand Eighteen Dollars and No Cents (\$11,018.00), exclusive of New Mexico gross receipts tax. The total amount payable to the Contractor for the term of this Agreement shall not exceed Thirty One Thousand Eighteen Dollars and No Cents (\$31,018.00), exclusive of New Mexico gross receipts tax.

3. ARTICLE 3. "Effective Date and Term" a new subparagraph "3.A" is inserted to read as follows:

- A. By Amendment No. 1, the term of this Agreement is renewed from June 19, 2014 to June 19, 2015.

4. All other provisions of Agreement No. 2013-0354-HH/GG 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 to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

Katherine Miller  
Katherine Miller, Manager  
Santa Fe County

5.30.14  
Date

**Approved as to Form**

Greg Shaffer  
Greg Shaffer  
Santa Fe County Attorney

5/20/14  
Date

**Finance Department Approval**

Teresa C. Martinez  
Teresa C. Martinez  
Finance Department Director

5/22/14  
Date

**CONTRACTOR:**

Reid Hester, Ph.D.  
(Signature)

5/23/14  
Date

Reid Hester, Ph.D.  
(Print Name)

Amendment No. 1 to Agreement No. 2013-0354-HH/GG

Director, Research Div  
(Print Title)

FEDERAL TAX I.D. NUMBER: 85-0288271

