

**AMENDMENT NO. 2  
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 27 day of Aug., 2013, 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;

**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;

**WHEREAS**, according to Paragraph 3, the County may extend the term of the Agreement in one (1) year increments for up to four (4) years;

**WHEREAS**, the parties desire to enter into this Amendment No. 2 to increase the total compensation by \$300,000.00 and extend the term of the Agreement for another year through November 8, 2014.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 1 (Scope of Work) of Agreement No. 2012-0052-DWI/TRV is amended by inserting a new subparagraph "i" to read:
  - i. Pursuant to Amendment No. 2, reports required by subparagraph "f" and "g" above shall be submitted to the County by January 15, 2014, April 15, 2014 and July 15, 2014, respectively.
2. Article 2 (Compensation, Invoicing , and Set-Off) of Agreement No. 2012-0052-DWI/TRV is amended by inserting a new subparagraph 1) (b) to read:
  - 1) (b) Pursuant to Amendment No. 2, 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, 2014.
    - 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, 2014.
    - 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, 2014.
3. 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. 2 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 nine hundred thousand dollars (\$900,000.00) exclusive of gross receipts tax.

4. Article 3 (Effective Date and Term) is amended by adding a new subparagraph (b) to read:

(b) Pursuant to Amendment No. 2, the parties mutually agree to extend the term for one (1) year from November 8, 2013 to November 8, 2014.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

**SANTA FE COUNTY**

Kathleen S. Holian  
Kathleen S. Holian, Chair  
Santa Fe County Board of Commissioners

August 27, 2013  
Date

**ATTEST:**

Geraldine Salazar  
Geraldine, Salazar  
Santa Fe County Clerk

8/27/2013  
Date



**APPROVED AS TO FORM:**

Stephen C. Ross  
Stephen C. Ross  
Santa Fe County Attorney

August 1, 2013  
Date

**FINANCE DEPARTMENT**

Teresa Martinez  
Teresa Martinez, Finance Director

8/2/13  
Date

**CONTRACTOR – CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**

By: Drew Tassin CEO  
(signature and title)

8/5/13  
Date