

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
WITH BETWEST SCHRYVER MEDICAL SALES AND MARKETING LLC. TO
PROVIDE MOBILE DIAGNOSTIC RADIOLOGICAL SERVICES**

THIS AMENDMENT is made and entered into this 25th day of August, 2015 by and between **Santa Fe County** (hereinafter "County"), a political subdivision of the State of New Mexico, and **Schryver Medical Sales and Marketing, LLC**, a Colorado Limited Liability Company registered to do business in New Mexico, whose business address is **12075 E. 45TH Avenue, Suite 600, Denver, Colorado 80239**, hereinafter referred to as "Contractor".

WHEREAS, the County and the Contractor entered into Agreement No. 2014-0001-CORR/MS on September 10, 2013 to provide for Contractor's provision of mobile diagnostic radiology services for the County Corrections Department, Adult Detention Facility and Youth Development Program; and

WHEREAS, Agreement No. 2014-0001-CORR/MS is due to terminate September 10, 2015 and the County wishes Contractor to continue services for another year from September 10, 2015 to September 10, 2016; and

WHEREAS, pursuant to Article 14 (No Oral Modifications; Written Amendment Required) of this Agreement No. 2014-0001-CORR/MS, the parties may amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by Amendment No. 1 dated May 5, 2014 the Agreement was amended to extend the term from September 10, 2014 to September 10, 2015; and

WHEREAS, by Amendment No. 2 to this Agreement, increased the compensation payable to the Contractor for the term of September 10, 2014 to September 10, 2015 by \$30,000.00, exclusive of GRT, in accordance with the pricing described in Exhibit A, for a not to exceed amount of \$70,000.00, exclusive of GRT; and

WHEREAS, the parties desire to enter into this Amendment No. 3 to extend the term of the Agreement from September 10, 2015 to September 10, 2016, and increase the compensation payable to the Contractor by \$30,000.00 for a not to exceed amount of \$100,000.00.

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

1. ARTICLE 2.A.1. "COMPENSATION INVOICING AND SET-OFF", subparagraph "A.1." a new subparagraph "b." is inserted to read as follows:

- b. Pursuant to Amendment No. 3. to this Agreement, the compensation payable to the Contractor for the term of September 10, 2015 to September 10, 2016 shall not exceed Thirty Thousand Dollars (\$30,000.00), exclusive of NM GRT,. The total amount payable to the Contractor under this Agreement as amended shall not exceed One Hundred Thousand Dollars (\$100,000.00), exclusive of NM GRT.
2. Section 3 (Effective Date and Term) is amended by inserting a subparagraph "b" to read as follows:
 - b. By Amendment No. 3 to this Agreement, the County exercised its second option to renew the term of this Agreement. The term of this Agreement is extended from September 10, 2015 to September 10, 2016.
3. All other provisions of Agreement No. 2014-0001-CORR/MS not specifically amended or modified by this Amendment No. 3 shall remain in full force and effect.

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

SANTA FE COUNTY

Katherine Miller
Katherine Miller, Manager
Santa Fe County Manager

Date 8/25/15

Approved as to form

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

Date 8/24/15

Finance Department

Carole H. Jaramillo
Carole H. Jaramillo
Finance Department Director

Date 8/24/15

CONTRACTOR

[Signature]
Signature

Date 10/20/2015

President
Title

