

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN BETWEST SCHRYVER MEDICAL SALES AND MARKETING INC. TO
PROVIDE MOBILE DIAGNOSTIC RADIOLOGICAL SERVICES**

THIS AMENDMENT is made and entered into this 9th day of September, 2014 by and between **Santa Fe County** (hereinafter "County"), a political subdivision of the State of New Mexico, and **Schryver Medical Sales and Marketing, Inc.**, a Colorado Corporation 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;

WHEREAS, by Amendment No. 1 dated May 5, 2104 Agreement No. 2014-0001-CORR/MS was amended to extend the term of the Agreement from September 10, 2014 to September 10, 2015;

WHEREAS, the parties desire to enter into this Amendment No. 2 to increase the Contractor's compensation for the period September 10, 2014 to September 10, 2015;

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.

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 "a." is inserted to read as follows:
 - a. Pursuant to Amendment No. 2 to this Agreement, the compensation payable to the Contractor for term of September 10, 2014 to September 10, 2015 shall not exceed Thirty Thousand Dollars (\$30,000.00), exclusive of NM GRT, in accordance with pricing described in Exhibit A. The total amount payable to the contractor under this Agreement as amended shall not exceed Seventy Thousand Dollars (\$70,000.00), exclusive of NM GRT.
2. All other provisions of Agreement No. 2014-0001-CORR/MS not specifically amended or modified by this Amendment No. 2 shall remain in full force and effect.

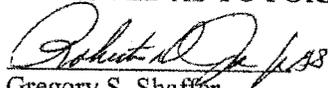
IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 as of the date first written above.

SANTA FE COUNTY


Katherine Miller
County Manager

Date 9.9.14

APPROVED AS TO FORM


Gregory S. Shaffer
Santa Fe County Attorney

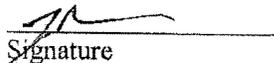
Date 8/27/14

FINANCE DEPARTMENT

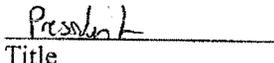

Teresa C. Martinez
Finance Department Director

Date 8/28/14

CONTRACTOR


Signature

Date 9/18/2014


Title