SANTA FE COUNTY
AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER

THIS AMENDMENT is made and entered into this ___ day of ___ August_, 2012, by and between Santa Fe County, hereinafter referred to as the “County”, a New Mexico political subdivision, and Christus St. Vincent Regional Medical Center, Care Connection Program, hereinafter referred to as the “Contractor.”

WHEREAS, pursuant to an RFP, on November 8, 2011 Santa Fe County entered into Agreement No. 2012-0052-DWI/TRV with Contractor for Contractor’s provision of detoxification services;

WHEREAS, Article 15, “NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED,” of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto;

WHEREAS, Article 3, “EFFECTIVE DATE AND TERM,” provides that the County may extend the term of the Agreement in one (1) year increments for up to four (4) years;

WHEREAS, the initial term of the Agreement will expire November 8, 2012 and in accordance with the Agreement, Contractor has submitted its report that was due in July 2012;

WHEREAS, Santa Fe County wishes to continue the detoxification services and Contractor is willing to continue to provide services;

WHEREAS, both parties wish to extend the term of the Agreement for one (1) year and the County is willing to increase the compensation by $300,000 as compensation for the Contractor’s continuing services for another year through November 8, 2013.

NOW THEREFORE, it is mutually agreed between the parties that Agreement No. 2012-0052-DWI/TRV is amended as follows.

1. Article 1, Scope of Work, a new subparagraph “h” is inserted to read:

   h. Pursuant to Amendment No. 1, reports required by subparagraphs “f” and “g” above shall be submitted to the County by January 15, April 15 and July 15, 2013, respectively.

2. Article 2 (Compensation), a new subparagraph 1)(a) is inserted to read:

   1)(a) Pursuant to Amendment No. 1, County shall pay to the Contractor for services performed to the satisfaction of County as follows:
• $100,000 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than January 15, 2013.

• $100,000 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than April 15, 2013.

• $100,000 upon the County’s receipt and acceptance of Contractor’s written progress report that is due no later than July 15, 2013.

3. Article 2 (Compensation), subparagraph 2) is deleted and replaced with the following:

2) The total amount payable to the Contractor under this Agreement as amended by Amendment No. 1, exclusive of gross receipts tax shall not exceed three hundred thousand dollars ($300,000) per year. In no event shall the total compensation paid to Contractor by County under this Agreement, as amended, exceed six hundred thousand dollars ($600,000) exclusive of gross receipts tax.

4. Article 3 (Effective Date and Term), a new subparagraph (a) is inserted to read:

(a) Pursuant to Amendment No. 1, the parties mutually agree to extend the term for one (1) year from November 8, 2012 to November 8, 2013.

5. All other provisions of the Agreement not specifically amended by this Amendment No. 1 remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to the Agreement as of the date first written above.

SANTA FE COUNTY:

[Signature]
Liz Stefanics, Chairperson
Board of County Commissioners

ATTEST:
[Signature]
Valerie Espinoza
Santa Fe County Clerk
Amendment No. 1 to Agreement No. 2012-0052-DWI/TRV

Approved as to Form

[Signature]

Stephen C. Ross
Santa Fe County Attorney

CONTRACTOR:

[Signature]

By: J. Alex Valdez

Date: 7-24-12

Date

Finance Department Approval

[Signature]

Teresa Martinez
Director

Date: 7-23-12

Date

Its: CEO

(Print Title)

FEDERAL TAX I.D. NUMBER