

New Mexico Health Insurance Exchange

General Services Contract Amendment
Agreement No.: 2020-001
Amendment No.: 1

THIS AGREEMENT is made and entered into by and between the New Mexico Health Insurance Exchange, hereinafter referred to as the "NMHIX," and ABBA Technologies, LLC, hereinafter referred to as the "Contractor."

The purpose of this amendment is to extend the term of the contract between the Parties to December 31, 2021 with a total Not-To-Exceed of one hundred thirty-two thousand dollars (\$132,000.00), inclusive of gross receipts tax, as further detailed herein.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Scope of Work.

There are no changes to Exhibit A, Scope of Work.

2. Compensation

A. Compensation Schedule. NMHIX shall pay to the Contractor for services satisfactorily performed, as outlined in Exhibit A, for the initial contract term ending on December 31, 2020, a fixed monthly rate of four thousand seven hundred fifteen dollars (\$4,715.00) (annual total of fifty-six thousand five hundred eighty dollars (\$56,580.00)), exclusive of New Mexico gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement for the initial contract term, in an amount not to exceed ten thousand four hundred twenty dollars (\$10,420.00), shall be paid by NMHIX to the Contractor. Expenses must be approved by this Agreement or in writing by NMHIX.

NMHIX shall pay to the Contractor for services satisfactorily performed, as outlined in Exhibit A, such compensation not to exceed sixty thousand dollars (\$60,000.00) for the contract term of January 1, 2021 to December 31, 2021 (an average monthly rate of five thousand dollars (\$5,000.00)), exclusive of New Mexico gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement for the contract term of January 1, 2021 to December 31, 2021, in an amount not to exceed five thousand dollars (\$5,000.00), shall be paid by NMHIX to the Contractor. Expenses must be approved by this Agreement or in writing by NMHIX.

B. Payment. The total compensation under this Agreement, including New Mexico gross receipts tax and expenses, shall not exceed one hundred thirty-two thousand dollars (\$132,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide services without compensation when the

total compensation amount is reached. Contractor is responsible for notifying NMHIX when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided. All payments are subject to availability of funds pursuant to Paragraph 5, Funding, set forth below, and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.

DESCRIPTION	AMOUNT (NTE)
ORIGINAL CONTRACT	\$67,000.00
AMENDMENT NO. 1	\$65,000.00
CONTRACT TO DATE	\$132,000.00


Sections 2(C) and 2(D) of the contract shall remain in full force and effect.

3. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This agreement shall end on December 31, 2021 unless terminated pursuant to this Agreement's Termination clause or Funding clause. NMHIX reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

All other Articles and Deliverables of the original contract remain the same.

IN WITNESS WHEREOF, the Parties hereby execute this agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this agreement by hard copy original, facsimile, digital or electronic signature, any of which shall be deemed to be a true and original signature hereunder.

By: 
 Jeffery Bustamante, CEO
 New Mexico Health Insurance Exchange

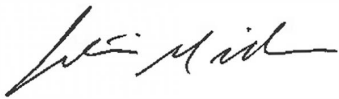
Date: 12/22/2020

By: **Judith F Youngman**
 Judie Youngman, CFO/COO
 ABBA Technologies, INC.

Digitally signed by Judith F Youngman
 DN: cn=Judith F Youngman, o=Abba
 Technologies, Inc., ou=CFO/COO,
 email=judie.youngman@abbatech.com,
 c=US
 Date: 2020.12.21 14:32:24 -07'00'

Date:

Approved for legal sufficiency:

By: 
Justin Miller, General Counsel
New Mexico Health Insurance Exchange

Date: 12/17/2020

The records of the Taxation and Revenue Department reflect that Contractor is registered with the Taxation and Revenue Department of the State to pay gross receipts and compensating taxes:

CRS ID Number: 02-236715-00-2

NOTE: Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: 
Taxation & Revenue Department

Date: 12/22/2020

This Agreement has been approved by the Contracts Review Bureau:

By: 
Contracts Review Bureau
State of New Mexico

Date: 01/14/21 Effective 01/01/2021