

**NEW MEXICO HEALTH INSURANCE EXCHANGE
AMENDMENT # 1
PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT #1 to the PROFESSIONAL SERVICES AGREEMENT between the New Mexico Health Insurance Exchange (the Exchange or NMHIX) and Bardacke Allison LLP (Contractor), dated May 4, 2016 (Agreement), is made and entered into by and between the parties. The Agreement was entered into pursuant to RFP # 2016/ 004. The Amendment shall be effective as of the date it is executed by the NMHIX.

RECITALS

WHEREAS, under the terms of the Agreement, Contractor has agreed to provide legal services to the NMHIX; and

WHEREAS, pursuant to Paragraph 13 of the Agreement, the Agreement may be altered, changed, or modified by an amendment in writing executed by the parties; and

WHEREAS, the parties to the Agreement hereby agree to amend the Agreement, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, as follows:

1. Paragraph 2 of the Agreement, Deliverables and Consideration, is hereby amended to state that the amount payable under the Agreement for calendar year 2018 shall not exceed \$90,000 and to state additional conditions regarding Contractor's submission of invoices to NMHIX, so that Paragraph 2 now reads in its entirety as follows:

2. Deliverables and Consideration

A. NMHIX shall pay to the Contractor in full payment for services satisfactorily performed, all allowable expenses, and applicable gross receipts tax an amount not to exceed \$90,000 for the period January 1, 2018 through December 31, 2018. Expenses must be approved by this Agreement or in writing by NMHIX. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this Agreement may be billed to NMHIX by the Contractor. The Contractor shall be responsible for payment of any tax liability to the appropriate taxing authority.

B. The amount payable under this Agreement is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to, and Contractor shall not be obligated to, continue to provide services beyond what Contractor

has agreed to provide without compensation when the total compensation amount is reached. The Contractor is responsible for notifying NMHIX before the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid in excess of the total compensation amount without this Agreement being amended in writing prior to providing services or incurring expenses in excess of the total compensation amount.

C. 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.

D. All invoices, including a detailed statement accounting for all services performed and any expenses, shall be sent to NMHIX at accounts payable@nmhix.com and received by NMHIX no later than fifteen (15) business days after each calendar month in which services were performed or expenses incurred. **Failure to timely submit an invoice shall be a material breach of this Agreement. If the Contractor fails to invoice NMHIX for services performed and expenses incurred in one calendar year by January 31 of the following calendar year, the Contractor will have waived all right to payment for the services performed and expenses incurred in the previous calendar year and expressly agrees that NMHIX shall have no obligation to pay for such services and expenses.**

2. Term

Paragraph 3 of the Agreement, Term, is hereby amended to extend the Agreement for an additional one-year term, so that Paragraph 3 now reads in its entirety as follows:

3. Term

This Agreement shall terminate on December 31, 2018, unless terminated pursuant to Paragraph 4, Termination, or Paragraph 5, Funding. This Agreement may be extended for an additional term or terms by mutual agreement of the parties.

3. Scope of Work

Exhibit A, Scope of Work, is amended to reflect Contractor's current personnel and revised hourly rates for the legal services performed under this Agreement. The revised Scope of Work is attached to this Amendment # 1 as Exhibit A, and is hereby incorporated into the Agreement.

4. **Agreement in Full Force**

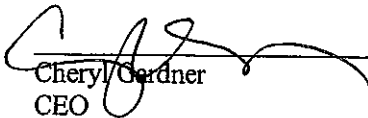
Except as specifically provided in this Amendment #1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

5. **Counterparts**

This Amendment #1 may be signed in counterparts, each of which shall constitute an original.

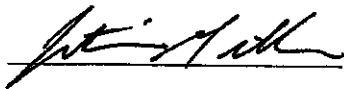
IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the date set forth below.

New Mexico Health Insurance Exchange


Cheryl Gardner
CEO

12/18/2017
Date

CONTRACTOR:



12/18/17
Date

Exhibit A
Scope of Work

Contractor shall perform general legal services for NMHIX at the request and direction of NMHIX.

Legal services shall be performed at the following fixed hourly rates to be charged for all work done:

Attorneys:

- Justin Miller \$245.00
- Ben Allison \$295.00
- Breanna Contreras \$225.00
- Other \$200.00

Paralegals:

- Kelly Ryan \$110.00
- Nancy Stanley \$110.00
- Other \$110.00

Contractor shall bill in one-tenth of an hour increments and for any incurred expenses. Contractor shall not charge for routine, in-house copying, in-city limits mileage, long distance calls, in-city limits courier services or for facsimiles. Contractor shall bill for travel at the standard and current IRS rate, for legal research, courier services, unusual copying requirements, and other incidental costs.

Billing statements shall be mailed monthly and are due and payable upon receipt. Legal services are subject to gross receipts tax which will be added to the billing invoices. Invoices not paid within 30 days may be assessed a late charge on the unpaid balance of 1.25% per month, or 15% annually from the date of the invoice.