

NEW MEXICO HEALTH INSURANCE EXCHANGE
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 4

THIS AGREEMENT is made and entered into by and between the New Mexico Health Insurance Exchange, hereinafter referred to as the "Agency," and Bardacke Allison LLP, hereinafter referred to as the "Contractor."

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

Section 2, Deliverables and Consideration, is hereby amended to read as follows:

2. Compensation.

A. Under this Agreement, the Agency shall pay to the Contractor in full payment for services rendered additional compensation at the hourly rates and as set forth in the Scope of Work such compensation not to exceed **\$101,440.92**, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement, totaling **\$8,559.08**, shall be paid by the Agency to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed **\$110,000.00**.

The total amount payable to the Contractor under Agreement # 2016-004, and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed \$502,413.81. 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 the Agency 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 those services in excess of the total compensation amount being provided.

Section 3, Term, is hereby amended to read as follows:

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GENERAL SERVICES

DEPARTMENT/STATE PURCHASING DIVISION CONTRACTS REVIEW BUREAU OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **May 4, 2020**, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below, or a specified date, whichever is later.

By: [Signature] Date: 11/15/19
Agency: New Mexico Health Insurance Exchange

By: [Signature] Date: 12/6/19
Agency's Legal Counsel - ~~Certifying legal sufficiency~~

By: [Signature] Date: 11/15/19
Agency's Chief Financial Officer *AS TO FORM*

By: [Signature] Date: 11/15/19
Contractor

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

ID Number: 03-329036-00-9

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

By: [Signature] Date: 11/18/19
Taxation and Revenue Department

This Agreement has been approved by the ~~DFA~~ Contracts Review Bureau:

By: [Signature] Date: 12/31/19
GSD/SPD Contracts Review Bureau