

**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 Health Management Associates (Contractor), dated December 14, 2018 (Agreement), is made and entered into by and between the parties. The Agreement was entered into pursuant to RFP # 2018-006. 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 procurement management 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. Scope of Work**

Paragraph 1 of the Agreement, Scope of Work, is hereby amended to include the additional services described in Exhibit A to this Amendment, which is attached hereto and incorporated by reference into the Agreement.

**2. Deliverables and Consideration**

Paragraph 2 of the Agreement, Deliverables and Consideration, is hereby amended to increase the total amount of compensation by forty-nine thousand seven hundred seventy-eight dollars (\$49,778) for the additional services, so that the amended total not to exceed amount under the

Agreement is four hundred fifty-nine thousand, seven hundred seventy-eight (\$459,778) dollars.

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 **\$459,778**. 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. Travel expenses will be reimbursed in accordance with NMHIX's travel reimbursement policy.

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, **MUST BE** received by NMHIX no later than forty five (45) 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.**

| DESCRIPTION       | AMOUNT       |
|-------------------|--------------|
| ORIGINAL CONTRACT | \$410,000.00 |
| AMENDMENT NO. 1   | \$49,778.00  |

|                  |              |
|------------------|--------------|
| CONTRACT TO DATE | \$459,778.00 |
|------------------|--------------|

**3. Agreement in Full Force**

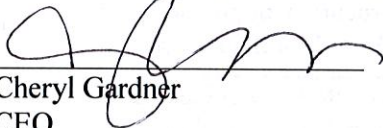
Except as specifically provided in this Amendment #1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

**4. 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

2/4/2019  
Date:

CONTRACTOR:

  
\_\_\_\_\_

1/31/2019  
Date:

## Exhibit A

### Scope of Work for Amendment #1

Contractor shall perform the following services in addition to services described in the Scope of Work attached to the Agreement as Exhibit A.

All compensation for the additional services, including for services, out-of-pocket expenses, and gross receipts tax, shall not exceed \$49,778, as set forth in paragraph 2 of Amendment #1.

Payment shall be made only for services actually performed and approved expenses, after receipt and approval by NMHIX of a detailed invoice, which shall include sufficient information to enable the NMHIX to verify all work performed and expenses incurred.

|   | Task   | Hours        | Hourly Rate | Price            | Assumptions  |
|---|--|--------------|-------------|------------------|--|
| 1 | Review Board Policies and Plan of Operation                    | 6            | \$ 385      | \$ 2,310         | Review the P&Ps and Plan of Operation and summarize procurement provisions for final report - 6 hours total  |
| 2 | Background research on Board practices on committee assignment | 16           | \$ 385      | \$ 6,160         | In consultation with beWellnm review other SBE Board procurement policies for best practices - 4 Boards, 4 hours each  |
| 3 | Interview Board of Directors and beWellnm leadership           | 71.5         | \$ 385      | \$ 30,528        | 1. Develop the interview guide and secure approval from beWellnm and Board Members identified by Dr. Damron - 6 hours<br>2. Interview 13 Board Members and 6 beWellnm staff - 4 hours per interview (interview plus documentation) 52 hours total<br>3. Compile and summarize findings -9 hours (1 and 1/2 hour per interview)<br>4. Assume beWellnm administrative staff can assist with scheduling to reduce costs<br>5. Travel Costs - \$3000 |
| 4 | Written report and Board presentation                          | 16           | \$ 385      | \$ 6,160         | Includes the both cost of the board presentation, review of presentation and edits, report, and presentation materials   |
| 5 | Develop training materials                                     | 12           | \$ 385      | \$ 4,620         | For a new Board Member orientation packets, includes review by beWellnm leadership and a committee of Board Members prior to finalization  |
|   | <b>Total</b>   | <b>121.5</b> |             | <b>\$ 49,778</b> |  |