

Contract Amendment Number 01
to the

**AGREEMENT BETWEEN
THE NEW MEXICO HEALTH INSURANCE
EXCHANGE**

AND

**NFP HEALTH SERVICES ADMINISTRATORS
LLC.**

**PROCUREMENT # NMHIX PROCUREMENT
#2018/001, (the "Agreement")**

Contract Amendment 01 to the Agreement between the New Mexico Health Insurance Exchange and NFP Health Services Administrators, LLC.

This Contract Amendment Number 01 ("Amendment") to the Agreement is made by and between the New Mexico Health Insurance Exchange (the "State", or "NMHIX") and NFP HEALTH SERVICES ADMINISTRATORS, INC. the "Contractor" or "NFP"), collectively referred to herein as "the Parties". This Amendment is effective upon approval and execution hereof by NMHIX and Contractor.

WHEREAS, NMHIX has requested that Contractor perform certain system implementation development and hosting services to meet NMHIX business needs, and

WHEREAS, the Parties have agreed that NMHIX has specified certain system functional requirements to support its Small Business Health Options Program ("SHOP"); and

WHEREAS, NMHIX and Contractor have agreed that these functional requirements are defined in Agreement, in Exhibit A NMHIX SHOP Scope of Work, as well as approved functional design documents between them; and

WHEREAS, NMHIX and Contractor have agreed to further clarify certain functional requirements to more effectively align needed functionality with appropriate deadlines; and

WHEREAS, the Parties agree this Amendment does not eliminate system requirements as previously agreed upon, but does identify certain additional functionality identified during the development process not listed in the original RFP, which were determined by NMHIX to be needed in the initial release with said functionality being provided by Contractor at no additional charge to NMHIX; and

WHEREAS, NMHIX acknowledges that in order to deliver this additional functionality, the delivery schedule has been updated; and

WHEREAS, the NMHIX and Contractor agree that such changes, with consideration of added functionality, listed in Section 1 below, will not increase the overall charges, but that implementation schedule which has been agreed upon between the Parties, with respect to the November 2018 release, exclusive of those items in Exhibit D so identified; and

WHEREAS, NMHIX and Contractor agree that the set of additional system functionality in Exhibit D, "NMHIX SHOP Additional Functional Requirements Clarifications", will be delivered in the first year of M&O services, beginning on Jan. 1, 2019.

NOW, in consideration of the terms and the mutual covenants and obligations of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the Parties do hereby agree to modify the Agreement as of the effective date of this Amendment as follows.

Section 1. System Functionality Clarifications.

NMHIX and Contractor agree to incorporate clarifications to certain SHOP system requirements as Exhibit D to the Agreement, "NMHIX SHOP Additional Functional Requirements Clarifications", incorporated herein. Further that the Parties agree that the implementation schedule has been adjusted to provide for the inclusion in the November release of required functionality not specified in the RFP, specifically:

- Allowing Exchange employers to set employer contributions separately at both the Dependent and Employee level,
- Supporting an unexpected Special Enrollment Period for employees enrolled in New Mexico Health Connections, a carrier which is leaving the exchange on December 31, 2018,
- Adding support for Spanish speakers,
- Providing support for identification of an employee as a Native American,
- Providing a Life Partner relationship flag that carries through to deliver to the Exchange carriers.

Such functionality listed above, provided at no additional charge to NMHIX, will be implemented as part of the November 15, 2018 initial go-live. By agreement between the Parties, in order to accommodate the changes to functionality, items in Exhibit D will not be included for the implementation in the November release, but are to be delivered by Contractor at no additional charge within the first year of M&O services.

Section 2. Assumptions.

NMHIX and Contractor agree:

System functionality requirements are limited to those defined in the Agreement, as amended or as mutually agreed to in writing by the Parties.

Service delivery timelines defined in Exhibit A or otherwise agreed to between the Parties are unchanged by this Amendment.

Service Level Agreements, and application thereof, as defined in Exhibit C or otherwise agreed to between them are unchanged by this Amendment.

The functional requirements subject to this amendment have been assessed by the Parties and clarified as incorporated in Exhibit D.

NMHIX actions, or those of its third Parties, such as delays or being unable to meet defined contractual obligations that impact Contractor's ability to perform services defined in the Agreement, as amended, shall relieve Contractor of its obligation as to schedule and cost of impacted services. The Parties will work in good faith to evaluate and remediate resulting impacts, provide equitable relief to Contractor commensurate with resulting impacts, and so as to best meet NMHIX SHOP client needs as effectively as practicable.

Professional service charges and fees paid to Contractor under the Agreement are not impacted by this amendment. Specifically, this Amendment in no way changes the rates agreed upon for either implementation nor M&O services. However, per mutual agreement this Amendment also affects the scope of work of M&O services that begin on January 1, 2019 to include delivery of functionality specified in Exhibit D.

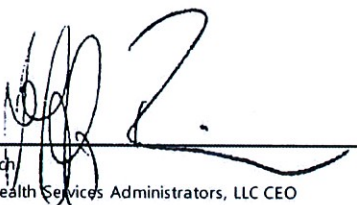
Section 3. Ratification.

All other provisions of the Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect to the extent not expressly changed by this Amendment. Capitalized terms not specifically defined in this Amendment shall have the same meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties hereto have executed this Amendment as of the day and year signed below.

X 

Cheryl Gardner
NMHIX CEO

X 

Jeff Rich
NFP Health Services Administrators, LLC CEO

EXHIBIT D: NMHIX SHOP Additional Functional Requirements Clarification

ID	Description	Status
1	Employer Health Care Setup Screen - Need a disclaimer added to the page that notes that Employer / Owners salary are not to be enter as they are excluded from this salary calculation.	Agreed
2	System provides employer with options for setting plan choice for employees (e.g. single plan, full choice, choice within metal category, etc.), as well as for setting contribution levels.	Agreed
3	System allows employee choice either/both horizontally (across health plans) and vertically (across metal tiers).	Agreed
4	System has a searchable provider directory, out-of-pocket cost calculation functionality and other querying and modeling capabilities designed to help employees make informed plan choices.	Agreed
5	System has the ability to create accounting ledgers to be uploaded to the beWellnm Sage GL System	Review to further clarify as implemented
6	System has the ability to set up automated refunds using configurable parameters (e.g. credit on account for a specific number of months).	Agreed
7	System supports payments to brokers	Agreed
8	System supports management of broker commissions, funding	Agreed
9	System accommodates expanding the program management platform's use to large employer groups; i.e. the platform must be configurable to support all size of employer groups.	Agreed
10	System incorporates and enables the administration of additional information obtained from carriers; some of this information may be made available to employers and employees to facilitate plan comparison and selection	Review to further clarify as implemented

ID	Description	Status
11	System supports electronic data interchange (EDI) alert messaging to carriers informing them of acknowledgments and failures to acknowledge inbound Eligibility, Effectuation/Confirmation of SHOP Enrollment and Payments.	Agreed
12	List specialty tier levels : preferred specialty and non-preferred specialty	Review
13	50% Employer Participation of Employees in SHOP: system calculate participation rates and prompt for action if participation rate not met	Agreed
14	Contribution groups: Adopt multiple Groups with different contribution rates (by location or position)	Agreed
15	Partial Payments	Agreed
16	Full Spanish Version of site	Agreed
17	Employee Waive Coverage	Duplicate to #23
18	Periodic report of invalid zip codes	Agreed
19	Contribution configuration must allow for flexibility of a whole dollar amount or a percentage	Agreed
20	Provide functionality to capture documentation for Native American ancestry	Agreed