



**NEW MEXICO HEALTH INSURANCE EXCHANGE
(NMHIX) REQUEST FOR QUOTES FOR**

Investment Manager

(Outsourced Chief Investment Officer)

RFQ No. 2016/004

**RFQ Issued:
February 26,
2016**

**Quotes Due:
March 18,
2016
3 P.M. Mountain Time**

Key Dates

EVENT	DATE
RFQ Announcement	February 26, 2016
Quotes Due	March 18, 2016
Possible Telephonic Interviews / Questions from Evaluation Committee	March 23, 2016
Evaluation Committee Selects Preferred Bidder	March 25, 2016

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1. Background Information

1.1. Background on the New Mexico Health Insurance Exchange

The New Mexico Legislature passed SB 221 and 589 as amended, the “New Mexico Health Insurance Exchange Act,” (the “Act”) during the 2013 Regular Session, and Governor Susana Martinez signed the Act on March 28, 2013. The New Mexico Health Insurance Exchange (NMHIX) was created as a non-profit public corporation. In March 2015, the NMHIX board decided to discontinue pursuing their own Individual Exchange technology and continue down the path of operating as a State Based Marketplace utilizing the Federal Platform (SBM-FP). NMHIX received acknowledgement from CMS of their updated operating model and is continuing down this path today.

Our mission is to provide qualified individuals and employers with increased access to health insurance in New Mexico. Our vision is to improve the quality of life for New Mexicans, especially when it comes to their health, their access to health care providers, and their financial security. The Exchange is governed by a 13-member board of directors that was appointed in April 2013. The Exchange has now concluded its third open enrollment period which began on November 1, 2015, and finished on January 31, 2016.

NMHIX operates as a non-profit organization associated with the State of New Mexico.

The exchange has been working to develop an Investment Policy Statement that will outline an investment policy for the organization. NMHIX is seeking a vendor to provide advisory services in finalizing an Investment Policy Statement and to administer the investment pool moving forward within the agreed-upon parameters specified in the statement and under direct oversight of the Finance Committee. Currently, the organization has roughly \$5 million in total investible assets. The anticipated length of this contract will be two years.

1.2. Purpose of the RFQ

The purpose of this Request for Quotes (“RFQ”) is to contract with a qualified Investment Manager, hereby referred to as an Outsourced Chief Investment Officer or “OCIO”, that can immediately begin assisting NMHIX staff as needed. NMHIX is requesting that Bidders are available to advise members of the Finance Committee in developing an Investment Policy Statement (“IPS”), specifically during the development of a strategic asset allocation framework to be included in the statement. While NMHIX will retain governing responsibilities of the portfolio, the OCIO will have discretionary authority to manage the investible assets of NMHIX within the agreed-upon parameters and as otherwise directed by the NMHIX. The OCIO will also be required to provide custodial services safeguarding the assets of the portfolio.

The core function of the OCIO will be to invest the funds of the exchange, currently totaling approximately \$5 million. NMHIX will seek an annual return of at least 3% while maintaining a low level of risk.

Bidders should have experience in providing OCIO and custodial support and must be available for bi-monthly touchpoints with the NMHIX, including members of the Finance Committee. The frequency of these touchpoints may fluctuate depending on circumstances.

2. Administrative Information

2.1. Procurement Administrator

The Procurement Administrator for this project shall be:

Anita Schwing
Chief Financial Officer
New Mexico Health Insurance Exchange
6301 Indian School Road NE, Suite 100
Albuquerque, NM 87110
505-314-5301
RFP@nmhix.com
(Please include "OCIO RFQ" in the subject of any emails)

Offerors may submit questions to the Procurement Administrator at the email listed above.

2.2. Restriction on Communications

From the issue date of this RFQ until the Evaluation Committee announces its preferred Contractor, all communications related to this RFQ must be with the Procurement Administrator, and all such communications must be in written form via email to RFP@nmhix.com. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFQ. Oral questions will not be accepted. Bidders may be disqualified if they contact any employee or affiliate of NMHIX regarding this RFQ.

2.3. Questions, Requests for Clarification, and Suggested Changes

If needed, Bidders are invited to submit written questions and requests for clarifications regarding this RFQ. The NMHIX is not obligated to provide answers to written questions. If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFQ, Bidder shall reference the page and section number. If NMHIX decides to answer a question or adopt a suggestion that modifies this RFQ, NMHIX will issue an addendum to this RFQ.

2.4. Amendment and Withdrawal of this RFQ

NMHIX reserves the right to amend or withdraw the RFQ at any time and for any reason. Amendments and or notices of withdrawal will be sent to the list of interested Bidders.

2.5. Amendment and Withdrawal of Quotes

Bidders may amend or withdraw their Quotes at any time before the Quote deadline listed under “Key Dates.” The amendment must be in writing, signed by the Bidder, and received by the time set for the receipt of Quotes. Bidders must notify the Procurement Administrator in writing prior to the deadline for Quotes if they wish to withdraw their Quotes.

2.6. Submission of Quotes

The Procurement Administrator must receive all components of the Quote by the deadline listed under “Key Dates.” It is Bidder’s responsibility to ensure that the Quote is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Quote.

2.7. Costs of Preparing the Quote

The costs of preparation and delivery of the Quote are solely the responsibility of the Bidder.

2.8. No Commitment to Contract

NMHIX reserves the right to reject any or all Quotes received in response to this RFQ at any time prior to the execution of the Contract. Issuance of this RFQ in no way constitutes a commitment by NMHIX to award a contract.

2.9. Rejection of Quotes

NMHIX may reject outright and not evaluate any Quote that does not comply with the terms of this RFQ.

2.10. Subcontractors

The Contractor is solely responsible for fulfillment of the Contract. NMHIX will make payments only to the Contractor. The Contractor will not subcontract any portion of the services to be performed under the Contract without the prior expressed written approval of NMHIX. The Contractor will include all proposed subcontractors in its Quote. In the event NMHIX approves any subcontractor, the Contractor will remain fully responsible for complying with the duties and obligations under the Contract.

Any use of subcontractors by the Contractor will not obligate NMHIX as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against NMHIX, its agents, employees, representatives, or successors. The parties agree that there are no third party beneficiaries, intended or otherwise, to the Contract.

2.11. Reference Checks

NMHIX reserves the right to contact any reference to assist in the evaluation of the Quote, to verify information contained in the Quote, and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Quote.

2.12. Information from Other Sources

NMHIX reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Quote, Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13. Quote Clarification Process

NMHIX reserves the right to contact a Bidder after the submission of Quotes for the purpose of clarifying a Quote. This contact may include written questions, interviews, site visits, or requests for corrective pages in Bidder's Quote. NMHIX will not consider information received from or through the Bidder if the information materially alters the content of the Quote or the type of services the Bidder is offering to NMHIX. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Failure to comply with requests for additional information may result in rejection of the Quote.

2.14. Disposition of Quotes

All Quotes become the property of NMHIX and shall not be returned to Bidder.

2.15. Confidentiality

NMHIX shall not disclose the content of any Quote to another Bidder during the evaluation and negotiation process.

Any Quote submitted which contains information which the Bidder believes should remain confidential after the execution of a contract with the successful Bidder must be conspicuously marked by the Bidder on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. NMHIX will endeavor to respect the confidentiality of documents so designated by a Bidder, but may only do so within the scope of public records laws, including but not limited to the New Mexico Inspection of Public Records Act. NMHIX makes no promise to the Bidder with respect to NMHIX's ability to protect the confidentiality of the Quotes.

As between NMHIX and the Bidder, NMHIX will own all right, title and interest in and to and all ideas presented in any Quote, and shall therefore have the right to use any such ideas.

2.16. Release of Claims

By submitting a Quote, the Bidder agrees that it waives and releases all claims or causes of action against NMHIX based on any misunderstanding concerning the information provided in this RFQ or concerning NMHIX's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFQ.

2.17. Bidder Interviews

At the sole discretion of NMHIX and/or its Evaluation Committee, some Bidders may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Contractor. This process is intended to allow Bidders to demonstrate their proposed solutions and clarify any elements of their Quote. Any cost associated with interviews, presentations, and/or demonstrations will be borne solely and entirely by the Bidder. The presentation may occur at NMHIX's offices, via the Internet, or at another location as specified by NMHIX.

2.18. Award Notice and Acceptance Period

A "Notice of Intent to Award" will be sent to the successful Bidder. Negotiation and execution of the Contract shall be completed promptly and by such time as designated by NMHIX. If the successful Bidder fails to negotiate and execute in good faith a final agreement by that date, the NMHIX, in its sole discretion, may cancel the award and award the Contract to another Bidder NMHIX believes meets this RFQ's requirements and will provide the best value to NMHIX. A "Notice of Intent to Award" will be sent to the unsuccessful Bidders once a contract is executed or at such other time as designated by NMHIX.

2.19. No Contract Rights until Execution

No Bidder shall acquire any legal or equitable rights through this RFQ or any action or inaction by NMHIX unless and until the Contract has been fully executed by the successful Bidder and NMHIX.

2.20. Choice of Law and Forum

This RFQ and the Contract shall be governed by the laws of the United States and of the State of New Mexico, without regard to principles of conflicts of law. Any and all litigation or actions commenced in connection with this RFQ shall only be brought in a federal or state court of competent jurisdiction in the State of New Mexico.

2.21. Protests

Any actual or prospective Bidder who believes it is aggrieved in connection with the solicitation or award of a Contract hereunder may protest to the Procurement Administrator of

NMHIX. Such a protest shall be submitted in writing within five working days after the aggrieved Bidder knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five working days after the award of the Contract; provided further that no protest based upon the content of the RFQ or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.

The RFQ Procurement Administrator or a NMHIX designee may settle and resolve a protest concerning the solicitation or award of a contract hereunder. If the protest is not resolved by mutual agreement, the NMHIX Executive Director or a designee shall promptly issue a decision in writing to uphold or deny the protest.

2.22. Conflict of Interest

By submitting a quotation pursuant to this RFQ, a Bidder warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Bidder certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed. The Bidder also certifies compliance with all federal provisions related to conflicts of interest, including but not limited to those contained in 45 C.F.R. 92.36, the Affordable Care Act, and the HHS Grants Policy Statement, published January 1, 2007.

3. Scope of Work

3.1. Overview

Vendor will be asked to provide support to NMHIX in activities including:

1. Development of Strategic Asset Allocation Framework

Development of a strategic asset allocation framework outlining required upper limits, lower limits, and strategic allocation for asset classes to be included in the portfolio.

2. Finalization of Investment Policy Statement

Advisory services during the finalization of a previously drafted Investment Policy Statement outlining an Investment policy for the organization. After finalization of an Investment Policy Statement, the vendor may be required to provide support during ongoing updates to the statement if deemed necessary by the Finance Committee.

3. Administration of the Investment Pool

Administration of the investment pool within the parameters specified in the Investment Policy Statement and under direct oversight of the Finance Committee. The OCIO will be required to provide monthly and annual accounting reports summarizing all activities related to the portfolio. The OCIO must be available for bi-monthly touchpoints with the Finance Committee.

4. Delivery of Custodial Services

Delivery of custodial services safeguarding the assets of the portfolio. Responsibilities will include but are not limited to settlement of securities bought and sold, collection of dividends and interest payments from the securities in the portfolio, and administration of corporate actions on securities held, such as stock splits or dividends.

The OCIO vendor will be required to work collaboratively with NMHIX staff and vendors. Additional tasks of a similar nature may be developed as needed based on a mutually agreed upon Scope of Work between the vendor and NMHIX.

3.2. Qualifications

Qualified vendors must have experience in fulfilling the role of Outsourced Chief Investment Officer for similarly sized and incorporated non-profit organizations. Vendors will have experience in all activities related to the development of Investment Policy Statements and the

implementation of such policies. Vendors will also have experience in managing the funds of similarly sized and incorporated non-profit organizations. Vendor will have experienced and dedicated resources available immediately to provide support.

3.3. Contract Terms and Conditions

1. Initial Term

The initial term of this Contract shall begin as soon as possible and will be for a term of approximately two years.

2. Additional Terms

The resulting contract may be extended for additional terms by mutual agreement of the parties. The compensation paid under the resulting contract and any amendments thereto shall in no event exceed \$99,000.

3. Contract

Bidders shall be expected to enter into an agreement with the NMHIX largely conforming to the Sample Contract attached to this RFQ as Exhibit A.

The NMHIX reserves the right to negotiate with any Bidder provisions in addition to those contained in the sample contract. The contents of this RFQ, as revised and/or supplemented, and the successful Bidder's proposal will be incorporated into and become part of any resultant contract.

The NMHIX discourages exceptions to contract terms and conditions. Exceptions may cause a Quote to be rejected as nonresponsive when, in the sole judgment of the NMHIX (and the evaluation committee), the Quote appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception which would require a substantial proposal rewrite to correct is proposed.

Should a Bidder object to any of the terms and conditions in the sample contract strongly enough to propose alternate terms and conditions in spite of the above, the Bidder must propose specific alternative language. The NMHIX may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the NMHIX and will result in disqualification of the Bidder's proposal.

Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

4. Form and Content of Quotes

4.1. RFQ Deliverables

Submit two hard copies of the Quote. Each copy of the Quote must be signed in ink by an authorized member of the Bidder. In addition, each Bidder must provide an electronic copy of the Quote (including all attachments, exhibits, etc.) in Portable Document Format (“PDF”).

4.2. Format and Length

Quotes should be submitted with single spaced text in 12-point font with one-inch margins. Quotes should be spiral bound and keep the Services Overview and Description Section (4.4.3) response limited to three (3) pages. The complete quote should be less than five (5) pages.

4.3. Cover Letter

Provide a one-page cover letter identifying the main contact person for the Quote, any subcontractors, and confirming your eligibility as a Bidder to this RFQ, including a certification in accordance with Section 2.22 above. In the Cover Letter, the Bidder shall also guarantee in writing that the services offered in the Quote are currently available and that all Quote terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Quotes.

4.4. Content of Quote

1. Qualifications and Experience

Please provide responses to the following inquiries:

1. Please provide a summary of your firm. Include the location of your firm’s offices, the year formed, number of employees, and ownership structure.
2. Please describe the financial condition of your firm, parent, or affiliate. Within the past three years, have there been any changes in ownership or restructuring? If anticipated, describe any future, significant changes in your firm.
3. Is your firm a registered investment advisor under the Investment Advisors Act of 1940? (If so, please provided latest Form ADV). Can your firm provide fiduciary services to its clients?
4. Within the past five years, has your organization or an officer or principal been involved with any business litigation or other legal proceedings relating to your consulting activities?

Please provide details with respect to the current status or disposition.

5. Please provide a list of personnel, including subcontractors as applicable, who will work on the project, detailing their education, training, years with the firm, work experience and the anticipated amount and/or portion of time each will devote to this project. Resumes should be submitted for Key Personnel and any other personnel the Bidder deems relevant, including subcontractors. Resumes may be attached as an appendix.

2. References

Provide at least two references to previous similar positions. Preference will be given to references that are related to work employers in New Mexico or quasi-governmental agencies. The reference must include the customer contact name, company, physical address, telephone number, email address, length of contract, and length of time that the account has been a reference.

3. Services Overview and Description

Address the Scope of Work and describe how your solution will address each element detailed in Section 3.1 Scope of Work Topics. This section of your Quote should follow the organizational structure and order of the Scope of Work. Bidders must include all items specifically identified in the Scope of Work.

4. Detailed Price Quote

Provide a detailed and complete price quote for all tasks included in the Scope of Work. The quote must include all fees and charges for the provision of services. Respondents should provide a detailed breakdown of all fees and costs. At a minimum, respondents should include hourly rates and anticipated hours necessary for performance of the tasks included in the Scope of Work. If applicable, please identify any costs or expenses, such as travel, for which you would expect reimbursement.

The price quote must be inclusive of all taxes. To the extent the goods and services to be provided under the Contract are subject to any excise tax, public service tax, use tax, or any other federal or state tax, the Contractor, and not NMHIX, shall be responsible for and shall pay such tax. No additional payments shall be made to Contractor, or shall be made on Contractor's behalf, related to any tax.

5. Quote Evaluation

The following will be used to score Quotes:

Qualifications and Experience	30 points
References	20 points
Services Overview and Description	30 points
<u>Detailed Price Quote</u>	<u>20 points</u>
TOTAL	100 points

All Quotes received by the deadline will be evaluated by representatives of NMHIX and potentially outside experts (the “Evaluation Committee”). Quote materials may become public information following Bidder selection and contract execution.

Appendix A

SAMPLE AGREEMENT

AGREEMENT BETWEEN THE NEW MEXICO HEALTH INSURANCE EXCHANGE AND _____.

THIS AGREEMENT, referred to hereinafter as “Agreement,” is made and entered into by and between the **New Mexico Health Insurance Exchange**, hereinafter referred to as “NMHIX,” and _____, hereinafter referred to as the “Contractor,” and is effective as of the date when it is executed by NMHIX. This Agreement is the result of NMHIX Procurement # _____.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

B. In addition to any other reporting provisions required by this Agreement or by law, Contractor shall report to the NMHIX monthly, or according to a different schedule as established by the NMHIX, regarding Contractor’s performance and fulfillment of its obligations under this Agreement.

2. Deliverables and Consideration

A. NMHIX shall pay to the Contractor in full payment for services satisfactorily performed and for allowable expenses, costs, and other fees an amount not to exceed \$_____. Expenses, costs, and other fees must be approved by NMHIX and shall be in compliance with federal regulations regarding expenditure of federal grant funds. This amount 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 New Mexico gross receipts tax, if applicable, levied on the amounts payable under this Agreement shall be paid by the Contractor. 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 those services in excess of the total compensation amount being provided.

B. 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. All invoices MUST BE received by NMHIX no later than fifteen (15) business days after each calendar month in which the services were delivered. The Contractor must submit a detailed statement accounting for all services performed.

3. Term

This Agreement shall terminate on [redacted] 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.

4. Termination

A. This Agreement may be terminated by the NMHIX, at its discretion and at any time for any reason, upon written notice delivered to the Contractor thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, NMHIX's sole liability upon such termination shall be to pay for acceptable work performed prior to the notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect any party's obligations under this Agreement prior to termination. The Contractor shall submit an invoice for all completed work within thirty (30) days of the effective date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as reasonably determined by NMHIX, or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds.

In the event of a material default or breach of this Agreement by Contractor, NMHIX shall notify Contractor of such material default or breach and Contractor shall have a period of 30 days, or a longer period if NMHIX and Contractor agree it is necessary, to cure such material breach or default. If Contractor is unable to cure the material default or breach within 30 days or the agreed upon period, NMHIX may notify Contractor of its intent to immediately terminate this Agreement. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE NMHIX's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Immediately upon receipt of notice of termination of this Agreement, the Contractor shall: 1) not perform additional services without written approval of NMHIX; 2) comply with all directives issued by NMHIX in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMHIX shall direct for the protection, preservation, retention or transfer of all property titled to NMHIX and records generated under this Agreement. Upon receipt of such notice, the parties agree to negotiate in good faith a transition plan for the wind down of the services. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of NMHIX upon termination and shall be submitted to NMHIX as soon as practicable.

5. Funding

The terms of this Agreement are contingent upon (1) continued authorization of the NMHIX by the Legislature of New Mexico, (2) sufficient legislative appropriations, if any, for the NMHIX operations and activities, and (3) the ability of NMHIX to obtain funds, by federal grants or other means, necessary to carry out NMHIX operations and activities and comply with the terms and conditions of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and funding is not available, this Agreement shall terminate immediately upon written notice being given by NMHIX to the Contractor. NMHIX's decision as to whether sufficient appropriations, authorization, and funding are available shall be accepted by the Contractor and shall be final.

6. Status of the Contractor

The Contractor and its agents and employees are independent contractors performing professional services for NMHIX and are not employees of NMHIX. The Contractor and its agents and employees shall

not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the NMHIX as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind NMHIX unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval from NMHIX.

8. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of NMHIX. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from NMHIX.

9. Release

Final payment of the amounts due under this Agreement, or acceptance of the services to be performed under this Agreement, shall operate as a release of NMHIX, its officers, and employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The contractor agrees not to purport to bind NMHIX to any obligation not assumed herein by NMHIX unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality

A. Any confidential information provided by NMHIX to Contractor or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the prior written approval of NMHIX.

B. Contractor agrees and acknowledges that during the course of performing services under this Agreement Contractor may create, collect, receive, use or otherwise gain access to personally identifiable information, federal tax information, or other private and confidential information. Contractor shall use or disclose such information only to the extent required for the performance of the services under this Agreement and then only to the extent allowed by law. Contractor further agrees that it is a condition of this Agreement that with regard to such information Contractor, and any subcontractors engaged by Contractor to perform services under this Agreement, shall comply with and impose privacy and security standards equal to or more stringent than the standards described in 45 C.F.R. 155.260(a), as those standards may be amended from time to time.

11. Product of Service -- Copyright

A. All materials developed or acquired by the Contractor specifically and solely for the benefit of NMHIX pursuant to the terms of this Agreement shall become the property of NMHIX and shall be delivered to NMHIX no later than the termination date of this Agreement.

12. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any NMHIX employee while such employee was or is employed by NMHIX and participating directly or indirectly in NMHIX's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of NMHIX; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of NMHIX, or a business in which an employee of NMHIX has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of NMHIX within the preceding year and whose official act directly resulted in this Agreement.

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978 Section 10-16-3 and 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the NMHIX.

C. The Contractor further represents that it has complied with, and, during the term of this Agreement, will continue to comply with all applicable federal provisions related to conflicts of interest, including but not limited to those contained in 45 C.F.R. 92.36, the Affordable Care Act, and the HHS Grants Policy Statement, published January 1, 2007.

D. The Contractor's representations in Sections A, B, and C of this Paragraph 12 are material representations of fact upon which NMHIX relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor learns that the Contractor's representations in Sections A, B, or C of this Paragraph 12 were

erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's representations in Sections A, B, and C of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to NMHIX and notwithstanding anything in the Agreement to the contrary, NMHIX may immediately terminate the Agreement.

E. The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor becomes aware of circumstances that suggest a potential conflict of interest or the appearance of impropriety.

13. Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law

The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable federal and state laws and rules and regulations pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico and the United States, the Contractor assures that no person shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law; Dispute Resolution

A. **Applicable law.** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions.

B. **Dispute resolution.** Parties to this Agreement shall utilize methods of alternative dispute resolution to resolve disputes arising under this Agreement. NMHIX and Contractor agree to resolve disputes first through good faith negotiation, and if unsuccessful, through mediation and/or arbitration. No dispute arising under or relating to this Agreement may be brought in a court of law. The process for alternative dispute resolution is as follows:

1) Negotiation. The parties are encouraged to resolve disputes through negotiation prior to mediation or arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to a

contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, NMHIX and Contractor shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be mediated or finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the provisions of its Commercial Arbitration Rules.

2) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties may first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Parties may agree upon a mediator and the terms of the mediation, or may use an AAA administrator to assist the parties regarding selection of the mediator, scheduling, pre-mediation information exchange and attendance of appropriate parties at the mediation conference. The mediation shall be scheduled within 30 days of notice to the other party that one party seeks to mediate the dispute.

3) Arbitration. If negotiation and mediation fail to resolve the dispute, or the time frames establish for negotiation or mediation pass, a controversy or claim arising out of this Agreement, or the breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

4) Time periods. The time periods established in this Paragraph 17 may be amended by mutual agreement of the parties.

18. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by NMHIX.

19. Records and Financial Audit

A. The Contractor shall maintain detailed time and expenditure records, if any, that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of ten (10) years from the date of completion of this Agreement. The records, if any, shall be subject to inspection by the NMHIX, the State Auditor, HHS, the OIG, the Comptroller General of the United States, and any of their duly authorized representatives. NMHIX shall have the right to audit billings both before and after payment. Payment under this Agreement, if any, shall not foreclose the right of NMHIX to recover excessive or illegal payments.

B. Contractor shall contract for any required independent audits, including but not limited to audits pursuant to OMB Circulars A-21, A-87, A-110, A-122, and A-133, if applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such

audits. An official copy of the independent auditor's report shall be made available to the State Auditor and upon request.

20. Indemnification

- A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NMHIX, its Board, employees, officers and agents from all third party actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which are caused by the negligent act or negligent failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, to the extent resulting in injury or damage to persons or personal property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor for which Contractor is obligated to indemnify NHHIX, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of NMHIX and the Risk Management Division of the New Mexico General Services Department by certified mail.
- B. Indemnification for Professional Acts, Errors, or Omissions. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of the Contractor or its employees, agents, representatives or subcontractors, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Contractor's Professional Liability insurance.

21. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices

Any notice required to be given to any party by this Agreement shall be in writing and shall be delivered in person, by courier service, nationally recognized overnight express common carrier or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMHIX:
Amy Dowd
CEO, NMHIX
New Mexico Health Insurance Exchange
6301 Indian School Road NE, Suite 100

Albuquerque, NM 87110

To Contractor:

[name, address, and email]

24. Authority

If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents that he or she has the power and authority to bind the Contractor, and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

25. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph 25(A); (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph 25(A), above, is a material representation of fact upon which NMHIX relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph 25(A), above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph 25(A), above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph 25(A), above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to NMHIX's CEO if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph 25(A), above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph 25(A), above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to NMHIX, NMHIX may terminate the Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph 25(A), above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the

subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to NMHIX when it requests subcontractor approval from NMHIX. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, NMHIX may refuse to approve the use of the subcontractor.

26. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this Agreement, certifies to the best of its knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards allowed under this Agreement at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of the Contractor providing services under this Agreement during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of NMHIX, termination of the Agreement.

27. Non-Discrimination

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of

1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

28. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of NMHIX audits, federal audits, and disallowances of the services provided pursuant to this Agreement and the administration thereof.

B. The Contractor will make repayment of any funds expended by NMHIX, subject to which an auditor with the jurisdiction and authority finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.

C. If NMHIX becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and NMHIX officials.

29. Force Majeure

No party shall be deemed in default of, nor shall any party be liable for any damages suffered or costs incurred by another party arising out of any cessation, interruption, delay or failure to perform its obligations under this Agreement if such cessation, interruption, delay or failure results from causes beyond the party's reasonable control, including, without limitation, earthquake, flood, storm or other natural disaster, act of God, acts of war, epidemics, acts of government, power failures, malicious network attacks, nuclear accidents, and acts of terrorism.

30. Insurance

A. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon NMHIX's request provided to NMHIX, insurance certificates reflecting evidence of all insurance required herein; however, the NMHIX reserves the right to request, and the Contractor shall submit,

copies of any policy upon reasonable request by NMHIX; (b) obtained NMHIX approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by NMHIX.

Further, the Contractor shall not modify any policy or endorsement thereto which increases NMHIX's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate	\$5,000,000
(other than Products/Completed Operation)	
Products/Completed Operations Aggregate Limit	\$5,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$5 million per accident. An insurance certificate shall be submitted to NMHIX that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$5,000,000	Each Accident
Bodily Injury by Disease	\$5,000,000	Each Employee
Bodily Injury by Disease	\$5,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the NMHIX is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractors' insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the NMHIX within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the NMHIX. The NMHIX will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the NMHIX, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the NMHIX and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the NMHIX.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the NMHIX's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the NMHIX with all Certificates of Insurance accompanied with all endorsements.

J. The NMHIX reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the NMHIX. The NMHIX will reimburse the Contractor for the cost of the additional premium for any coverage requested by the NMHIX in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

31. New Mexico Tort Claims Act

Any liability incurred by NMHIX in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended. NMHIX and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

32. Communications

The NMHIX desires to maintain a consistent and coherent public message regarding the work of the NMHIX, its contracting partners, and the contractual relationship between the NMHIX and its contracting partners. Contractor expressly acknowledges the NMHIX's interest in this regard and agrees that Contractor shall not communicate with the media or the public regarding this Agreement or the work performed pursuant to this Agreement, during the term of the Agreement and for a reasonable period of time following the termination of this Agreement, without requesting and receiving authorization from the NMHIX to engage in the communications. Contractor also agrees to comply with the NMHIX Communications Policy, as it may be amended from time to time.

33. Compliance with Law

The Contractor agrees to comply with all laws and regulations that are applicable to this Agreement and the Contractor's Scope of Work now enacted or that become effective during the term of this Agreement, including but not limited to, laws and regulations enacted pursuant to the Affordable Health Care Act.

34. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signatures below.

Amy Dowd, NMHIX CEO

Date

Contractor

Date