

**NEW MEXICO HEALTH INSURANCE EXCHANGE  
AMENDMENT # 2  
PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT #2 to the PROFESSIONAL SERVICES AGREEMENT between the New Mexico Health Insurance Exchange (the Exchange or NMHIX) and REDW, LLC (Contractor) dated March 5, 2018 (Agreement), is made and entered into by and between the parties. The Agreement was entered into pursuant to RFP CEO# 2018-001. 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 human resource services and support to NMHIX management and staff; 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;

**WHEREAS**, the parties desire to extend the term of the Agreement for an additional year, provide for compensation payable during calendar year 2019, and to update the Agreement to include certain standard terms included in NMHIX professional services agreements; 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. Deliverables and Consideration**

Paragraph 2 of the Agreement, Deliverables and Consideration, is hereby amended to increase the amount of compensation by a \$120,000 for a total not to exceed amount of \$220,000 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 \$220,000. 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 [accountspayable@nmhix.com](mailto:accountspayable@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.**

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$50,000.00
AMENDMENT NO. 1	\$50,000.00
AMENDMENT NO. 2	\$120,000.00
CONTRACT TO DATE	\$220,000.00

**2. Term**

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

**3. Term**

This Agreement shall terminate on December 31, 2019 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. Termination**

Paragraph 4(A) of the Agreement, Termination, is hereby amended to provide that the Agreement may be terminated upon the occurrence of an event resulting in transfer of ownership or control of the Contractor, so that Paragraph 4(A) now reads in its entirety as follows:

**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 (1) if the Contractor becomes unable to perform the services contracted for, as reasonably determined by NMHIX, (2) if the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds, or (3) upon the occurrence of any event that results in a transfer of control, ownership, or the power to direct the management and policies of the Contractor, including by merger, consolidation, sale, or otherwise.

4. **Agreement in Full Force**

Except as specifically provided in this Amendment #2, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

5. **Counterparts**

This Amendment #2 may be signed in counterparts, each of which shall constitute an original.

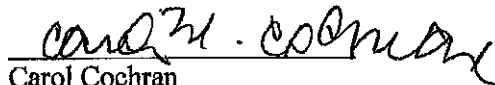
IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the date set forth below.

New Mexico Health Insurance Exchange

  
Cheryl Gardner  
CEO

12/11/2018  
Date:

CONTRACTOR:

  
Carol Cochran  
REDW, LLC

12/10/18  
Date: