



STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
SERVICES AGREEMENT

SPD# 61-630-16-30800 A2

THIS AMENDMENT No. 2 to Services Agreement (SA) 17-630-8000-0014 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "**Procuring Agency**", and **Prometric LLC, formerly known as Prometric, Inc.**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the State Purchasing Department (SPD).

The purpose of this Amendment is to extend the term for an additional year and to amend the compensation accordingly.

UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISIONS OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:

Section 2, Compensation, Paragraph A, is amended and reads as follows

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed three hundred forty eight thousand three hundred forty six dollars and ninety five cents (\$348,346.95) including gross receipts tax in accordance with amended Exhibit B, attached hereto. 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 HSD 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.

The total amount payable to the Contractor under this Agreement shall not exceed sixty four thousand four hundred fifty three dollars and ninety eight cents (\$64,453.98) including gross receipts tax in FY17.

The total amount payable to the Contractor under this Agreement shall not exceed one hundred thirteen thousand seven hundred thirteen dollars and three cents (\$113,713.03) including gross receipts tax in FY18.

The total amount payable to the Contractor under this Agreement shall not exceed one hundred nineteen thousand four hundred twelve dollars and eighty six cents (\$119,412.86) including gross receipts tax in FY19.

The total amount payable to the Contractor under this Agreement shall not exceed fifty thousand seven hundred sixty seven dollars and eight cents (\$50,767.08) including gross receipts tax in FY20.

In accordance with RFP 61-630-16-30800, this Agreement can be renewed for three (3) one (1) year periods at the option of HSD. Total compensation for the base years plus the contract option year one will be four hundred seventy six thousand three hundred thirty one dollars and forty five cents (\$476,331.45).

Section 3, Term, is amended and reads as follows:

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SPD. This Agreement shall terminate November 15, 2019, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a general services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

Section 39, Notices, is amended to read as follows:

39. Notices.

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

To the HSD: Andrea McNeilley, Program Manager
 Medical Assistance Division
 Human Services Department
 P.O. Box 2348
 Santa Fe, NM 87505

To the Contractor: Kelsey Johnson, Team Lead, Global Account Management
 Prometric LLC
 1501 South Clinton Street, 14th Floor
 Baltimore, MD 21224

Exhibit B, Amended Compensation Schedule, has been replaced in its entirety, attached hereto and referenced herein.

All other sections of SA 17-630-8000-0014, as amended, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the State Purchasing Agent below:

By: [Signature] Date: 11/3/18
Brent Earnest, HSD Cabinet Secretary

By: [Signature] Date: 11/2/18
Danny Sandoval, HSD Chief Financial Officer

Approved for legal sufficiency:

By: [Signature] Date: 11/6/18
Christopher P. Collins, HSD General Counsel

By: [Signature] Date: 10/31/18
Contractor Prometric LLC
Michael P. Swicki SUP/General Counsel

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

CRS ID Number: 03-120264-00-0
Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

By: [Signature] Date: 11-9-18
Tax and Revenue Department Representative

This Agreement has been approved by the State Purchasing Department:

By: [Signature] Date: 11/15/2018
State Purchasing Agent

Exhibit B
Amended Compensation Schedule

Total Compensation Amount:

Includes agreed upon rates for services during these fiscal years.					
	Unit Price*	FY17	FY18	FY19	FY20
Clinical skills test	\$65.00	19,614.80	34,585.30	35,825.33	15,230.75
No show - Clinical	\$65.00	2,343.00	4,144.30	4,436.22	1,886.01
Written test	\$37.00	10,836.70	19,112.72	20,690.42	8,796.31
No show-Written	\$37.00	1,285.96	2,288.18	2,550.04	1,084.12
Oral test	\$37.00	400.03	729.00	885.42	376.43
No show - Oral	\$37.00	36.18	76.32	92.30	39.24
Recertification	\$25.00	26,868.08	47,362.30	49,246.80	20,936.74
Total service fees		61,384.74	108,298.12	113,726.53	48,349.60
State GRT (5%)		3,069.24	5,414.91	5,686.33	2,417.48
Total expenditure		64,453.98	113,713.03	119,412.86	50,767.08

*Unit Price applies to all contract years.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive

sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

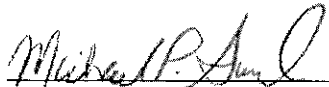
Date

Title (position)

Contractor

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

September 6, 2018

Date

Senior Vice President & General Counsel

Title (Position)

Prometric LLC

Contractor