



State of New Mexico
General Services Department
Purchasing Division

Contract Amendment Cover Page

Awarded Vendor:
0000070748
Prometric, Inc.
1501 South Clinton Street
Baltimore, MD 21224

Email: stacy.lawson@prometric.com
Telephone No. (443) 455-6889

Contract Number: 61-630-16-30800

Contract Amendment No.: Three

Term: November 16, 2016 through June 30, 2020

Ship to:
As Requested

Procurement Specialist: Susan Inman *JIM*

Telephone No.: (505) 827-0294

Email: susan.inman@state.nm.us

Invoice:
Human Services Department
Medical Assistance Division
PO Box 2348
Santa Fe, NM 87504

For questions regarding this Contract please contact:
Andrew Romero (505) 476-7364

Title: Long Term Care Nurse Aide Competency Evaluation Program

This Contract Amendment is to be attached to the respective contract and become a part thereof.

This amendment is issued to reflect the following:

Modify contract Section 3. Term to extend the contract from November 16, 2019 through June 30, 2020.

Modify Section 2. Compensation to reflect balance of FY 20 funding.

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
SERVICES AGREEMENT

SPD# 61-630-16-30800 A3

THIS AMENDMENT No. 3 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 to June 30, 2020 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 to read as follows

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed four hundred twenty three thousand four dollars and fifty four cents (\$423,004.54) 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 one hundred twenty five thousand four hundred twenty four dollars and sixty seven cents (\$125,424.67) including gross receipts tax in FY20.

Section 3, Term, is amended to read as follows:

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SPD. This Agreement shall terminate June 30, 2020, 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.

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: Dr. David Scrase, HSD Cabinet Secretary Date: 10/15/19

By: Danny Sandoval, HSD Chief Financial Officer Date: 10/16/19

Approved for legal sufficiency:

By: Paul Ritzma, HSD General Counsel Date: 10/2/19

By: Contractor Date: 9/27/2019

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: Juanita Kandel, Tax and Revenue Department Representative Date: 10/8/19

This Agreement has been approved by the State Purchasing Department:

By: Richard Boderquez Jr, State Purchasing Agent Date: 11.6.19

Exhibit B
Amended Compensation Schedule

Total Compensation Amount: 423,004.54

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	37,625.95
No show-Clinical	\$65.00	2,343.00	4,144.30	4,436.22	4,661.50
Written test	\$37.00	10,836.70	19,112.72	20,690.42	21,740.61
No show-Written	\$37.00	1,285.96	2,288.18	2,550.04	2,673.78
Oral test	\$37.00	400.03	729.00	885.42	929.56
No show - Oral	\$37.00	36.18	76.32	92.30	96.92
Recertification	\$25.00	26,868.08	47,362.30	49,246.80	51,723.75
Total service fees		61,384.74	108,298.12	113,726.53	119,452.07
State ORT (5%)		3,069.24	5,414.91	5,686.33	5,972.60
Total expenditure		64,453.98	113,713.03	119,412.86	125,424.67

*Unit Price applies to all contract years.