

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
SERVICES AGREEMENT

SPD# 61-630-16-30800 A1

THIS AMENDMENT No. 1 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, 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 two hundred twenty six thousand five hundred six dollars (\$226,506) 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 forty eight thousand three hundred thirty eight dollars and ninety nine cents (\$48,338.99) including gross receipts tax in FY19.

In accordance with RFP 61-630-16-30800, this Agreement can be renewed for two (2) one (1) year periods at the option of HSD. If the options are exercised, compensation in contract option year two (2) will be \$121,840.95 including gross receipts tax; and in contract option year three (3) compensation will be \$127,984.50 including gross receipts tax. Total compensation for the base years plus the contract option years will be \$476,331.45 if all options exercised.

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, 2018, 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, Compensation Rate Chart, has been amended and replaced in its entirety, attached hereto and referenced herein.

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

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

By: [Signature] Date: 10/31/17
Brent Earnest, HSD Cabinet Secretary

By: [Signature] Date: 10/2/17
Danny Sandoval, HSD Chief Financial Officer

Approved for legal sufficiency:

By: [Signature] Date: 10/15/17
Christopher P. Collins, HSD General Counsel

By: [Signature] Date: 9-29-17
Contractor Michael P. Sawicki
SVP / 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: 11/1/17
Tax and Revenue Department Representative

This Agreement has been approved by the State Purchasing Department:

By: [Signature] Date: 11/9/17
State Purchasing Agent

Exhibit B
Compensation Schedule

Total Compensation Amount: \$226,506.00

Includes agreed upon rates for services during these fiscal years.				
	Unit Price*	FY17	FY18	FY19
Clinical skills test	\$65.00	19,614.80	34,585.30	14,712.95
No show - Clinical	\$65.00	2,343.00	4,144.30	1,756.76
Written test	\$37.00	10,836.70	19,112.72	8,126.48
No show-Written	\$37.00	1,285.96	2,288.18	966.96
Oral test	\$37.00	400.03	729.00	303.51
No show - Oral	\$37.00	36.18	76.32	25.46
Recertification	\$25.00	26,868.08	47,362.30	20,145.03
Total service fees		61,384.74	108,298.12	46,037.13
State GRT (5%)		3,069.24	5,414.91	2,301.86
Total expenditure		64,453.98	113,713.03	48,338.99

*Unit Price applies to all contract years.