

**STATE OF NEW MEXICO  
HUMAN SERVICES DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT  
AMENDMENT No. 2**

THIS AMENDMENT No. 2 to Professional Services Contract (PSC) 13-630-8000-0005 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD" or the "Agency", and **Prometric Inc.**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE REFERENCED PSC ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is amended to read as follows:

**1. Scope of Work**

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

Section 2, Compensation, Paragraph A is amended 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 ninety five thousand eight hundred four dollars and eighty five cents (\$395,804.85) including gross receipts tax, if applicable. This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this PSC shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this PSC shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this PSC 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 PSC being amended in writing prior to those services in excess of the total compensation amount being provided.

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed ninety seven thousand five hundred sixty four dollars and five cents (\$97,564.05) including gross receipts tax, if applicable in FY13.

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed eighty nine thousand two hundred thirty six dollars and twenty five cents (\$89,236.25) including gross receipts tax, if applicable in FY14.

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed ninety three thousand seven hundred six dollars (\$93,706) including gross receipts tax, if applicable in FY15.

HSD shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work, including gross receipts tax, if applicable, and expenses, not to exceed one hundred fifteen thousand two hundred ninety eight dollars and fifty five cents (\$115,298.55) including gross receipts tax, if applicable in FY16.

Section 25, Notices is amended as follows:

**25. 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 Agency:           Cindy Brown, Program Manager  
                                  Medical Assistance Division  
                                  Human Services Department  
                                  2025 S. Pacheco  
                                  PO Box 2348  
                                  Santa Fe, NM 87504-2348  
                                  [cynthiay.brown@state.nm.us](mailto:cynthiay.brown@state.nm.us)

To the Contractor:       Heather Alexander  
                                  Prometric Inc.  
                                  Canton Crossing Tower  
                                  1501 South Clinton Street  
                                  Baltimore, MD 21224  
                                  [heather.alexander@prometric.com](mailto:heather.alexander@prometric.com)

Exhibit A, Amended Scope of Work, Section D, Compensation Rate Chart is amended, attached hereto and incorporated in this amendment for reference.

**All other sections of PSC 13-630-8000-0005, 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 DFA Contracts Review Bureau below.**

By: Brent Earned by Michael J Nelson  
Cabinet Secretary  
Human Services Department

Date: 5/19/16

By: [Signature]  
Chief Financial Officer  
Human Services Department

Date: 5/21/16

By: [Signature]  
Office of General Counsel  
Human Services Department

Date: 5/10/16

By: Michael P. Sawicki  
Contractor Michael P. Sawicki  
SP / General Counsel

Date: 28 April 2016

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 03-120264-00-0

By: [Signature]  
Taxation and Revenue Department

Date: 5/20/16

This Agreement has been approved by the DFA Contracts Review Bureau:

By: [Signature]  
DFA Contracts Review Bureau

Date: 6/2/16

**Exhibit A**  
**Amended Scope of Work**

**D. Compensation:**

Service	FY 2013-2016		
	Volume Estimated	Unit Price	Extended Price
Written Exam	1760	\$37	\$65,120
Oral Exam	102	\$47	\$4,794
Clinical Exam	1878	\$63	\$118,314
No Show – Written Exam	285	\$37	\$10,545
No Show – Oral Exam	7	\$47	\$329
No Show – Clinical Exam	291	\$63	\$18,333
Recertification	7251	\$22	\$159,522
Total Service Fees			\$376,957
State Gross Tax (5%)			\$18,847.85
Total State Expenditures			\$395,804.85