

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT No. 2 to PROFESSIONAL SERVICES CONTRACT (PSC) 15-630-8000-0014 is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD," and **Mercer Health and Benefits, LLC**, 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 2, Compensation, Paragraphs A and B are 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 fourteen million five hundred forty dollars (\$14,540,000) including gross receipts tax, if applicable. 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 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 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 HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed three million five hundred thousand dollars (\$3,500,000) including gross receipts tax, if applicable, in FY15.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed five million seven hundred eighty thousand dollars (\$5,780,000) including gross receipts tax, if applicable, in FY16.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed five million two hundred sixty thousand dollars (\$5,260,000) including gross receipts tax, if applicable, in FY17.

B. Payment in FY15, FY16 and FY17 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

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

3. Term.

This Agreement shall become effective on July 1, 2014, and shall terminate on June 30, 2017, unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.


All other Sections and Exhibits of PSC 15-630-8000-0014, as amended, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

By: 
HSD Cabinet Secretary

Date: 5/22/16

By: 
HSD Office of General Counsel

Date: 5.10.16

By: 
HSD Chief Financial Officer

Date: 5/10/16

By: 
Contractor

Date: 4/12/2016

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: **03-044671-00-6**

By: 
Taxation and Revenue Department

Date: 5/23/16