

**AMENDMENT NO. 1
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. AGR20-04**

This **AMENDMENT NO. 1** is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Delta Dental of New Mexico, a New Mexico corporation ("Contractor")**, collectively "the Parties," to be effective for all purposes October 18, 2023.

WHEREAS, County and Contractor entered into Agreement No. AGR20-04, dated January 1, 2020, for Dental Insurance Benefits for Los Alamos County Employees; and

WHEREAS, the Services are on going and the Parties wish to amend the compensation and extend the term of the Agreement for one (1) additional year, unless sooner terminated, as provided therein, as allowed under the original terms of the Agreement; and

WHEREAS, County Council approved this Amendment at a public meeting held on October 17, 2023; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

I. To delete **SECTION B. TERM** in its entirety and replace it with the following:

SECTION B. TERM: The term of this Agreement shall commence January 1, 2020, and shall continue through December 31, 2024, unless sooner terminated, as provided herein. At County's sole option, the Agreement may be renewed for up to two (2) consecutive one-year periods, or (1) continuous two-year period, unless sooner terminated, as provided therein, under the same terms and conditions, contingent upon Council appropriating funding.

II. To delete Exhibit A in its entirety and replace it with Exhibit A-1, attached hereto and made a part hereof for all purposes.

III. To delete **SECTION C. COMPENSATION** in its entirety and replace it with the following:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in Years 1, 2, 3 and 4 and 5 in accordance with the rate schedule set out in Exhibit A-1, attached hereto and made a part hereof for all purposes, an amount not to exceed ONE HUNDRED SEVENTY-THREE THOUSAND AND NO/100 DOLLARS (\$173,000.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Beginning with year six (6) and for any subsequent renewal periods, compensation will be strictly based upon rate negotiations with Contractor, not to exceed 7% of prior year's rates, and Council approval of said negotiations, as set forth in Section B above.

- 2. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Benefits Staff showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
STEVEN LYNNE **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

DELTA DENTAL OF NEW MEXICO, A NEW MEXICO CORPORATION

BY: _____
NAME **DATE**
TITLE: _____

Exhibit A-1
Compensation Rate Schedule
AGR20-04-A1

DENTAL SELF FUNDED ASO FEES:	YEARS 1 and 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
MONTHLY ASO FEE: PEPM	\$4.63	\$4.63	\$4.63	\$4.95	Not-to- Exceed 7% of prior year fee	Not-to- Exceed 7% of prior year fee

One-time loyalty credit of \$10,000, to be applied to first invoices dated 1/1/20 until exhausted