SUPPLEMENTAL RELEASE AND
IDEMNIFICATION AGREEMENT

In consideration of the New Mexico Health Care Authority's approval of the conditional Medicaid Provider Agreement (hereinafter the "Provider Participation Agreement"), to which this Release and Indemnification Agreement is attached as an Addendum (hereinafter the "Release"), and based upon the representations made in the related Affidavit and Certification of Liability Insurance Coverage, attached hereto as Exhibit A, _____ (the "Releasor") hereby agrees to the following:
(Print the name of the midwife.)

1. GENERAL RELEASE OF CLAIMS. Releasor hereby forever shall release, acquit, and discharge the New Mexico Health Care Authority (hereinafter "HCA"), the State of New Mexico, any of its employees and/or agents and insureds, and any Medicaid contractor with and for the State of New Mexico (hereinafter "Releasees"), from any and all claims, actions, demands, suits, judgments, liabilities, and proceedings, both in law and equity, arising out of or resulting from or in any way incidental or attributable to, in whole or in part, any services performed under the Provider Participation Agreement. This Release is intended to release all parties, entities, individuals, and others that may be liable in any way for the actions of Releasor.

It is understood that this Release shall in fact release the State of New Mexico, HCA, the Medical Assistance Division ("MAD"), the state's insurer, all State employees in their official and individual capacities, and any Medicaid contractor for the State of New Mexico. It is understood and agreed that with the approval of the Provider Participation Agreement by HCA/MAD, the Releasees are totally and fully released and discharged and that this Release specifically includes release from any claim, demand, action, or causes of action which could have been asserted in any manner for any services performed under the Provider Participation Agreement by the Releasor in any administrative, state, or federal forum. This Release shall encompass any and all potential claims that Releasor has against Releasees as of the date that Releasor executes this Release.

2. COVENANT NOT TO SUE. Releasor does hereby irrevocably covenant and agree that Releasor shall not commence or maintain any suit or action, at law or in equity, against any Releasee, or seek to enforce any remedy, in any way related to any services performed under, or any negligent act or omission associated with the Provider Participation Agreement.

3. INDEMNIFICATION. In the event that any claim, action, suit, or proceeding is brought against any of the Releasees by a third party based upon any services performed by Releasor for any and all acts or omissions associated with the Provider Participation Agreement, the Releasor shall fully indemnify and hold harmless Releasees and their successors and assigns from any such claim, action, suit, proceeding, and any resulting liability, loss, or damages. In the event of any asserted claim, the Releasor shall provide the relevant Releasee reasonably timely

written notice of same, and the Releasor shall have full rights to defend, pay, or settle said claim on its behalf and with full rights of recourse against the Releasor for all fees (including but not limited to attorney fees), costs, expenses, and payments of any kind made or agreed to be paid to discharge said claim.

4. COOPERATION WITH HCA/MAD AND THE MCOS. Releasor shall work with any Releasee to provide services under the Provider Participation Agreement, including the exchange of information (with applicable confidentiality safeguards to insure that protected health information is disseminated as allowed by law), to provide effective care coordination/case management services for all Medicaid recipients or members seen by Releasor.

Should a Medicaid eligible recipient file a grievance with her respective MCO, the Releasor shall cooperate with the MCO and abide by all terms and conditions of the MCO's grievance process.

It is understood that Releasor is performing only such services associated with her certification and/or licensure as a midwife in the State ofNew Mexico and shall not serve as a primary care provider, unless otherwise agreed to by the parties. Billing for such service shall be in a form acceptable to Releasee and/or its agents. Payment shall be made to Releasor for the services performed at the Medicaid fee-for-service rate.

Releasor shall inform HCA/MAD of any claim or potential claim for alleged negligence or malpractice associated with midwifery or related services within fifteen (15) business days of having notice of such claim.

Releasor, who is a Licensed Direct-Entry Midwife, shall provide HCA/MAD with a copy of the standard INFORMED CONSENT form pursuant to 16.11.3.12 NMAC with this Supplemental Agreement within fifteen (15) days prior to amending such INFORMED CONSENT form.

Releasor, who is a Certified Nurse-Midwife, shall provide an informed consent for any out-of hospital birthing service with this Supplemental Agreement within fifteen (15) days prior to amending such INFORMED CONSENT form.

5. ATTORNEYS' FEES. Upon default, the Releasor further agrees to pay all reasonable attorney's fees necessary to enforce any of the provisions of this Release.

6. SUCCESSORS AND ASSIGNS. This Release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

7. ADDITIONAL OBLIGATIONS. Releasor agrees that in addition to all obligations under the Provider Participation Agreement, Releasor shall perform the following:

A. Obligation to Disclose Absence of Insurance. Releasor agrees that Releasor shall disclose to any patient the amounts of any general liability or professional negligence insurance coverage that Releasor has in place, or the absence of such insurance coverage.

B. Disclosure of Claims. Releasor agrees that Releasor shall immediately inform the New Mexico Health Care Authority of any and all claims against Releasor by a Medicaid recipient.

C. Informed Consent. Releasor agrees that he or she shall provide informed consent to all recipients or members provided midwifery services, including but not limited to: (i) whether a patient's pregnancy is appropriate for an out-of-hospital delivery and (ii) the ability of the Releasor to immediately refer and obtain the services of a physician or other qualified provider should an emergency situation develop.

8. **ENTIRE AGREEMENT.** Releasor understands that this Release is the entire agreement between the Releasor and HCA/MAD, concerning the release of liability, the covenant not to sue, and indemnification of Releasees. Notwithstanding anything to the contrary in the termination provisions of the Provider Participation Agreement, the Releasor further understands that in the event that the Releasor breaches this Release or fails to or refuses to indemnify the Releasees, HCA/MAD may terminate the Provider Participation Agreement immediately, without notice.

COOPERATION WITH HCA/MAD AND THE MCOS. Releasor shall work with any Releasee to provide services under the Provider Participation Agreement, including the exchange of information (with applicable confidentiality safeguards to insure that protected health information is disseminated as allowed by law), to provide effective care coordination/case management services for all Medicaid recipients or members seen by Releasor.

_____
RELEASOR (Signature of Midwife)

_____
DATE

SUBSCRIBED AND SWORN to before me by_____on _____

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF NEW MEXICO

By: _____ Title: _____

Date: _____

Medical Assistance Division
Human Services Department

APPROVEDAS TO FORM AND LEGAL SUFFICIENCl?:

By: ========== Date: 0-CT 1 2016

General Counsel
Health Care Author


HEALTH CARE
AUTHORITY