

**New Mexico  
Public Schools Insurance Authority**



**Board of Directors Meeting  
August 30, 2023**





# New Mexico Public Schools Insurance Authority

## Board of Directors Meeting

### Board of Directors

Al Park, President, Governor Appointee  
Chris Parrino, Vice President, NM Association of School Business Officials  
Trish Ruiz, Secretary, Educational Entities at Large  
Denise Balderas, Governor Appointee  
Vicki Chavez, NM Superintendents Association  
Tim Crone, American Federation of Teachers NM  
Pauline Jaramillo, NM School Boards Association  
Bethany Jarrell, National Education Association - New Mexico  
K.T. Manis, Public Education Commission  
David Martinez, Jr., National Education Association - New Mexico  
Sammy J. Quintana, Governor Appointee

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**Wednesday, August 30, 2023**

**4:00 p.m.**

### Agenda

**Draft**

- |   |             |
|---|-------------|
| 1. Call to Order  | A. Park     |
| 2. Roll Call  | C. Probst   |
| 3. Introduction of Guests                                   | P. Sandoval |
| 4. Citizens to Address the Board <b>(Five-Minute Limit)</b> | A. Park     |
| 5. Approval of Agenda <b>(Action Item)</b>                  | A. Park     |
| 6. Administrative Matters                                   |             |

- |  |              |
|--|--------------|
| A. Election of Officers <b>(Action Item)</b>   | M. Esquivel  |
| B. NMPSIA Committee Member Appointments  | A. Park      |
| C. Approval of Contract for Student Athletic and Vocational Accident Insurance <b>(Action Item)</b>  | P. Sandoval  |
| D. Approval of Contract for Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage <b>(Action Item)</b> | P. Sandoval  |
| E. Approval of Mosaic Academy Increase Basic Life Coverage <b>(Action Item)</b>  | C. Archuleta |
| F. Approval of Carlsbad Municipal School District Resolution to Participate in Dental and Vision Benefits <b>(Action Item)</b>                     | C. Archuleta |
| 7. General Discussion  | A. Park      |
| 8. Next Meeting Date and Location: Thursday, September 7, 2023<br>Location: To Be Determined and a Virtual Option <b>(Action Item)</b>             | A. Park      |
| 9. Adjournment <b>(Action Item)</b>  | A. Park      |

Contract # 342-2023-08

STATE OF NEW MEXICO

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROFESSIONAL SERVICES CONTRACT # 342-2023-08

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Schools Insurance Authority (NMPSIA)**, hereinafter referred to as the “Authority,” and [REDACTED], hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Authority.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

- A. The Contractor shall provide Mandatory Catastrophic Insurance coverages as outlined in Exhibit A, attached hereto and incorporated herein by reference.
- B. The Contractor shall provide Voluntary Catastrophic Insurance coverages as outlined in Exhibit B, attached hereto and incorporated herein by reference.
- C. The Contractor shall provide Voluntary Student Accident Insurance coverages as outlined in Exhibit C, attached hereto and incorporated herein by reference.
- D. The Contractor shall provide Optional coverages as outlined in Exhibit D, attached hereto and incorporated herein by reference.
- E. The Contractor agrees to provide brokerage, administrative, and professional consulting services to the Authority in support of the Contractor’s mandatory student and athletic-catastrophic insurance program as follows:

1. Brokerage Activity Services

Provide ongoing Brokerage Activity services as follows:

- A. Explain the benefits to the Authority Members.
- B. Answer inquiries from the Authority Members.
- C. Distribute enrollment materials.
- D. Facilitate enrollment.
- E. Attend workshops on student accident insurance as required.

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- F. Set rates and benefits for mandatory catastrophic coverage with the approval of the Contractor and the Authority, however, such rates shall not be communicated until after approval of the Authority's Board.
- G. Arrange for the printing of a brochure describing the Athletic Catastrophic Insurance Program.
- H. Mail cover letters and brochures to all Authority Members.
- I. Collect premium and forward Catastrophic Certificate of Insurance to all enrolled Authority Members.
- J. Provide claims service as necessary for possible claims.

2. Underwriter ad Policies of Insurance

- A. The underwriters and insurers of the Mandatory and Voluntary catastrophic, School Time Only Plans, Twenty-Four Hour Coverage, High School Football, Health Insurance Coverage, and Vocational Job Training Accident Insurance coverages are in Exhibit E, attached hereto and incorporated herein by reference. Policy Number to be assigned prior to August 1, 2023, Chubb/ACE will issue a policy or policies of insurance providing a \$5,000,000 limit subject to a \$25,000 deductible as set out in the proposal of the Contractor accepted by the Authority.

3. Claims Turnaround Time

- A. Catastrophic: 2 Weeks or less after receiving the necessary documentation
- B. Voluntary: 2 Weeks or less after receiving the necessary documentation
- C. 90-Day Filing Period or less after receiving the necessary documentation
- D. Bilingual Claims personnel or interpreter must be available

4. Student Accident Application Process

- A. Applications are entered into the system in 1-2 days
- B. ID cards are mailed to participants (this process is very helpful in verifying coverage by school and parent)
- C. School is notified if a check is returned

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5. Premium

- A. The premium for all eligible students of the Authority's Members per policy year for Mandatory Catastrophic coverages is based on \$4.09 per student with participation being reported in the annual census of average daily attendance.
- B. The premium for Voluntary Catastrophic coverages is set out in attached Exhibit B, attached hereto and incorporated herein by reference.
- C. The premium for Voluntary Student Accident coverages is set out in attached Exhibit C, attached hereto and incorporated herein by reference.
- D. The premium for Optional Insurance coverages is set out in attached Exhibit D, attached hereto and incorporated herein by reference.

6. Additional Insurance Products

- A. Contractor may market to the Authority's Members any Authority-approved plans including voluntary catastrophic, blanket school-time, school-time only plans, 24-hour coverage, high school football, student accident and sickness, and vocational job training accident insurance at the rates and providing the benefits shown in Exhibit B, attached hereto and incorporated herein by reference. The Contractor shall not market any other insurance products to the Authority's Members or represent any other insurance products as approved or endorsed in any fashion by the Authority.

2. Compensation.

- A. The total compensation under this Agreement shall not exceed \$230,000.00, including New Mexico gross receipts tax.

**This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall not exceed the amount stated herein. The amount to be compensated per fiscal year is based on the amount per student multiplied by the number of students insured for the policy period. 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 Authority when the services provided under this Agreement reach 80% of 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.**

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- B.** Payment in Fiscal Year 2024, Fiscal Year 2025, Fiscal Year 2026, and Fiscal Year 2027 is subject to the 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 Authority 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.**
- C.** Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall require all subcontractors to hold the Authority harmless from any responsibility for taxes, damages, and interest if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers Compensation.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AUTHORITY with a start date of **August 1, 2023**. This agreement shall terminate on **July 31, 2027**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Termination.**

**A. Grounds.** The Authority may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Authority's uncured, material breach of this Agreement.

**B. Notice; Authority Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the Authority shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Authority written notice of termination at one hundred and eighty (180) days prior to the intended date of termination, which notice shall (i) identify all the Authority's material breaches of this Agreement upon which the termination is based and (ii) state what the Authority must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Authority does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Authority does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Authority; (ii) if, during the term of this



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Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Authority's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AUTHORITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. Termination Management. Immediately upon receipt by either the Authority or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Authority; 2) comply with all directives issued by the Authority in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Authority shall direct for the protection, preservation, retention or transfer of all property titled to the Authority and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Authority upon termination and shall be submitted to the Authority as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Authority and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport

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to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Authority.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Authority. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Authority.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Authority, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Authority.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Authority no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any

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Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Authority's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Authority.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Authority relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Authority if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Authority and notwithstanding anything in the Agreement to the contrary, the Authority may immediately terminate the Agreement.

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D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Authority.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Authority, the General Services Department/State Purchasing Division and the State Auditor. The Authority shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Authority to recover excessive or illegal payments.

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Authority and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the general counsel of the Authority via electronic mail.

**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly

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financed health care coverage.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing via electronic mail as follows:

To the Authority:  
Patrick Sandoval  
Executive Director  
New Mexico Public Schools Insurance Authority  
410 Old Taos Highway  
Santa Fe, New Mexico 87501  
[Patrick.Sandoval@psia.nm.gov](mailto:Patrick.Sandoval@psia.nm.gov)

And

Maria Lugo  
Chief Procurement Officer  
New Mexico Public Schools Insurance Authority  
410 Old Taos Highway  
Santa Fe, New Mexico 87501  
[Maria.Lugo@psia.nm.gov](mailto:Maria.Lugo@psia.nm.gov)

And

Martin Esquivel  
New Mexico Public Schools Insurance Authority General Counsel  
Esquivel & Howington, LLC.  
111 Lomas Boulevard, NW Suite 203  
Albuquerque, New Mexico 87102  
[MEsquivel@esqlawnm.com](mailto:MEsquivel@esqlawnm.com)



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To the Contractor:



**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**26. Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any Authority response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

**27. Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**28. Contractor Personnel.**

A. Key Personnel. The Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Authority. Key personnel are those individuals considered by the Authority to be mandatory to the work to be performed under this Agreement. Key personnel shall be agreed upon by both the Authority and the Contractor.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, qualifications and experience. If the number of Contractor's personnel assigned to the Authority is reduced for any reason, Contractor shall, replace with the same or greater number of personnel with equal ability, experience, and qualifications.

**29. Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq, in Santa Fe, New Mexico.

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Authority.

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**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Authority below.**

New Mexico Public Schools Insurance Authority

By:    
 DocuSigned by:  
7A5C4B245034497... \_\_\_\_\_  
Al Park, Board President

Date: 7/27/2023

 y: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Contract # 342-2024-02

STATE OF NEW MEXICO

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROFESSIONAL SERVICES CONTRACT # 342-2024-02

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Public Schools Insurance Authority (NMPSIA)**, hereinafter referred to as the “Authority,” and [REDACTED] hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Authority.

**IT IS AGREED BETWEEN THE PARTIES:**

**1. Scope of Work.**

- A. The Contractor shall provide a Group Life Insurance and Accidental Death and Dismemberment (AD&D). Policy as described in Exhibit A, attached hereto and incorporated herein by reference. The coverages are fully insured.
- B. The Contractor shall provide a Group Long Term Disability Insurance Policy as described in Exhibit B, attached hereto and incorporated herein by reference. The coverages are fully insured.
- C. The Contractor guarantees it will meet performance guarantees as described in Exhibit C, attached hereto and incorporated herein by reference, for Life and AD&D and Long Term Disability policies respectively. All performance guarantees are subject to the provisions described in Exhibit C.
- D. The Contractor shall provide one of its local New Mexico designated employees to assist the Authority in the administration of the Group Life Insurance and Group Disability Insurance policies issued by the Contractor to the Authority in accordance with the On-Site Service Agreement, and as described in Exhibit D, attached hereto and incorporated herein by reference.
  - 1. When the Contractor has knowledge of a change in the On-Site for the Authority, the Contractor shall provide the Authority with advance notice of the change and discuss with the Authority the qualifications of the person being considered as the replacement for the position. The Contractor shall provide the Authority with advance notice, if possible, of the resignation or retirement of the On-Site. The Authority reserves the right to evaluate the On-Site on an annual basis.
- E. The Contractor agrees to adhere to the Authority Rules and Regulations pertaining to enrollment in the Group Life and Disability policies.

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- F. The Contractor will process and adjudicate all claims in accordance with the terms and conditions of the Group policies. The Contractor shall identify and investigate suspected fraudulent activity by Authority enrollees and inform the Authority of the findings.
- G. In the event the Contractor pays any person less than the amount to which that person is entitled under the Group policies, the Contractor will promptly pay the person the amount of the underpayment. In the event the Contractor overpays any person entitled to benefits under the Group policies or pays benefits to any person not entitled to them, the Contractor shall take all reasonable steps to recover the overpayment under Contractor's standard procedures, except that the Contractor shall not be required to initiate court proceedings to recover an overpayment. The Contractor shall promptly notify the Authority if it is unsuccessful in recovering any overpayment.
- H. The Contractor will develop and maintain the materials for each policy, communicating coverage available to all eligible enrollees. Materials shall be subject to review and approval by the Authority prior to distribution. The Contractor shall provide these materials far enough in advance to allow the Authority a reasonable opportunity to review and provide suggested changes. The Authority agrees to proof and return for changes or to approve all such materials in a timely manner and in accordance with a predetermined and agreed-upon production schedule. The Authority requires cobranding all materials pertaining to the Authority policies.
- I. The Authority will provide the Contractor with secure access to its Online eligibility and enrollment data. Enrollment, eligibility, effective dates, continuation and other administrative rules for all enrollees are subject to the Rules and Regulations of the Authority. The Authority may make retroactive adjustments based on the Authority's enrollment because of changes that occur during any month.

The Contractor agrees to accept retroactive additions for timely enrollment and the addition of mandatory non-contributory coverage as requested by the Authority. The Contractor agrees to accept retroactive deletions for Authority enrollees for a period of not more than ninety (90) days prior to the date on which the Contractor receives monthly self-billing notice of such approved retroactive change to the eligibility records. This time limit shall not apply to the deletion of a deceased enrollee.

- J. The Contractor will make an application for, obtain, and continuously maintain in good standing all licenses and permits necessary to enable it to perform its obligations under this Agreement in the State of New Mexico.
- K. The Contractor shall attend the Authority's Board, Committee, and/or meetings that pertain to the Authority's policies. As requested by the Authority, the Contractor shall make presentations to the Authority Committees and Board regarding the status of the policies. The Contractor also agrees to attend, as requested, Authority annual training meetings, health fairs, orientation, and enrollment meetings.

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- L. The Contractor will respond to inquiries from enrollees regarding the Group Policies and the services related to the policies. To the extent that the Contractor is unable to respond to the inquiry, the Contractor will direct the inquiry to the Authority. The Contractor agrees that all verbal communications between Authority enrollees and the Contractor's employees will be performed in the United States.
- M. The Contractor will provide electronic files with the information and format requested by the Authority, giving a brief overview of the benefit policies offered to Authority enrollees. The Contractor agrees to pay its prorated share as determined by the Authority for the printing and shipping of the program guide.
- N. The Contractor will provide reports requested by the Authority, including but not limited to, quarterly and annual status reports on the performance of the policies.

**2. Compensation.**

- A. The Authority shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the rate schedule provided in Exhibit E Rate Summary, attached hereto and incorporated herein by reference.
- B. The parties agree that New Mexico Gross Receipts Tax is not applicable to the services in this Agreement.
- C. The Authority will fund, by electronic funds transfer, amounts sufficient to fund the monthly self-billing invoice prepared by the Authority's third-party benefits administrator within fifteen (15) banking days from the date the invoice is created.
- D. Payment in Fiscal Year 2024, Fiscal Year 2025, Fiscal Year 2026, and Fiscal Year 2027 is subject to the 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, and to approval by the Authority.
- E. The Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall require all subcontractors to hold the Authority harmless from any responsibility for taxes, damages, and interest if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Workers Compensation.
- F. Following termination of this Agreement the Authority shall remain solely responsible for payment of all Plan benefits due any Member for services rendered prior to termination in accordance with this Agreement.

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3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AUTHORITY with a start date of **July 1, 2023**. This Agreement shall terminate on **June 30, 2027**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

A. **Grounds.** The Authority may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Authority's uncured, material breach of this Agreement.

B. **Notice; Authority Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the Authority shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. The Contractor shall give the Authority written notice of termination at one hundred and eighty (180) days prior to the intended date of termination, which notice shall (i) identify all the Authority's material breaches of this Agreement upon which the termination is based and (ii) state what the Authority must do to cure such material breaches. The Contractor's notice of termination shall only be effective (i) if the Authority does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Authority does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Authority; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Authority's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AUTHORITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. **Termination Management.** Immediately upon receipt by either the Authority or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this

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Agreement without written approval of the Authority; 2) comply with all directives issued by the Authority in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Authority shall direct for the protection, preservation, retention or transfer of all property titled to the Authority and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Authority upon termination and shall be submitted to the Authority as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Authority to the Contractor. The Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. To the extent permitted by law, the Authority will be responsible for all premiums due and payable up to the date of termination of this Agreement.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Authority and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Authority.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Authority. No such subcontract shall relieve the primary the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Authority.

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9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Authority, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Authority. Contractor will obtain written consent from the Authority prior to disclosing confidential information to the extent required by laws and regulations. Contractor will not be required to disclose its sales and underwriting files or PHI information relating to claims.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Authority no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Authority employee while such employee was or is employed by the Authority and participating directly or indirectly in the Authority's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;



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3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Authority's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Authority.

C. The Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Authority relied when this Agreement was entered into by the parties. The Contractor shall provide immediate written notice to the Authority if, at any time during the term of this Agreement, the Contractor learns that the Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Authority and notwithstanding anything in the Agreement to the contrary, the Authority may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Authority proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

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**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found not to be in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, the Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Authority.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed claims records that indicate the date; time, nature and cost of the claim during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Authority, the General Services Department/State Purchasing Division and the State Auditor. Any such inspection or audit is subject to the applicable State and Federal laws and Contractor's privacy and confidentiality procedures.



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The Authority shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Authority to recover excessive or illegal payments.

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Authority and the State of New Mexico from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify general counsel of the Authority via electronic mail.

**21. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**22. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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**23. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing via electronic mail as follows:

To the Authority:

Patrick Sandoval  
Executive Director  
New Mexico Public Schools Insurance Authority  
410 Old Taos Highway  
Santa Fe, New Mexico 87501  
[Patrick.Sandoval@psia.nm.gov](mailto:Patrick.Sandoval@psia.nm.gov)

And

Maria Lugo  
Chief Procurement Officer  
New Mexico Public Schools Insurance Authority  
410 Old Taos Highway  
Santa Fe, New Mexico 87501  
[Maria.Lugo@psia.nm.gov](mailto:Maria.Lugo@psia.nm.gov)

And

Martin Esquivel  
New Mexico Public Schools Insurance Authority General Counsel  
Esquivel & Howington, LLC.  
111 Lomas Boulevard, NW Suite 203  
Albuquerque, New Mexico 87102  
[MEsquivel@esqlawnm.com](mailto:MEsquivel@esqlawnm.com)

To the Contractor:



**24. Authority.**

If the Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor, and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

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**25. Incorporation by Reference and Precedence.**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any Authority response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

**26. Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**27. Contractor Personnel.**

A. Key Personnel. The Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Authority. Key personnel are those individuals considered by the Authority to be mandatory to the work to be performed under this Agreement. Key personnel shall be agreed upon by both the Authority and the Contractor. Contractor reserves the right to make final decisions regarding the staffing of work for the Authority, taking into account input from the Authority.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, qualifications, and experience. If the number of Contractor's personnel assigned to the Authority is changed for any reason, the Contractor shall, replace with personnel with equal ability, experience, and qualifications.

**28. Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq, in Santa Fe, New Mexico.

**29. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Authority.

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**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Authority below.**

New Mexico Public Schools Insurance Authority

By:  \_\_\_\_\_  
Al Park, Board President

Date: 8/22/2023

[Redacted]

[Redacted]

[Redacted]

**MOSAIC ACADEMY**

**Resolution to Change Life Insurance Coverage from \$25,000 to \$50,000**

**2023/2024 School Year Effective October 1, 2023**

**To provide an increase in basic life insurance benefits to eligible employees who are on contract that work 15 hours per week or more.**

WHEREAS, MOSAIC ACADEMY is requesting from the New Mexico Public Schools Insurance Authority that our charter school/entity be permitted to increase our basic life insurance from \$25,000 to \$50,000 for employees who are on contract that work 15 hours per week or more; and

WHEREAS, the governing council of Mosaic Academy understands that in order for the change in basic life insurance, a resolution requesting such must be adopted by the council of Mosaic Academy and approved by the NMPSIA Board of Directors and amend the life policy by the NMPSIA life insurance carrier who provides the basic life insurance coverage to NMPSIA.

NOW, THEREFORE, BE IT RESOLVED that we, the governing council of Mosaic Academy wish to offer our employees as described above, the ability to participate in the life insurance coverage for \$50,000 for the school year effective October 1, 2023. In addition, we do resolve to provide the employer's share of the insurance premiums for this benefit for our benefits eligible employees.

Signed this 19th day of July, 2023

Sandra R. Cupps  
Council President

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

BOARD OF EDUCATION OF CARLSBAD MUNICIPAL SCHOOL DISTRICT  
RESOLUTION AUTHORIZING PARTICIPATION IN NMPSIA OFFERED DENTAL AND  
VISION PLANS AND ESTABLISHING A LOCAL PREMIUM COST SHARE PLAN

WHEREAS, the Carlsbad Municipal School District (the "District") is a participating employer with the New Mexico Public School Insurance Authority (NMPSIA) pursuant to Section 22-29-1 et seq. NMSA, 1978 and 6.50.1.2 NMAC; and

Whereas, the District currently offers NMPSIA plans for Basic Life, Medical, Disability and Additional Life; and

Whereas, the District currently offers Local plans for Dental and Vision paid at 100% by the employee; and

Whereas, the NMPSIA offers comparable plans for Dental and Vision on a salary-based premium cost share plan; and

Whereas, House Bill 533 authorized updates to the NMPSIA Statute Section 22-29-10 Group Insurance Contributions with an effective date of July 1, 2023; and

Whereas, the House Bill 533 authorization allows for up to one hundred percent of the cost of the insurance for all employees, within available revenue; and

Whereas, the District has sufficient available revenue budgeted for the implementation of the Local Premium Cost Share Plan to set a 90/10 cost share for employees earning less than \$50,000 per year and 80/20 cost share for employees earning \$50,000 or more per year; and

Whereas, the Local Premium Cost Share Plan will apply to all employee elected benefit coverage, including two-party and family plans; and

Whereas, the District will schedule the implementation of the Dental and Vision plan change and implement the Local Premium Cost Share Plan during the 2023 Open Enrollment period; and

Whereas, the effective date of the Dental and Vision plans and the Local Premium Cost Share Plan would be January 1, 2024; and

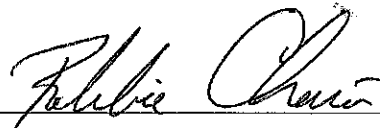
Whereas the Board of Education of the Carlsbad Municipal School District desires to concur with the District's recommendation to participate in the NMPSIA offered Dental and Vision Plans and to establish a Local Premium Cost Share Plan

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS the Board of Education of the Carlsbad Municipal School District adopts the following Resolution.

1. The District is directed to initiate notification to the NMPSIA of the intent to participate in the NMPSIA offered Dental and Vision Plans and to coordinate efforts to offer said benefits to District employees during the 2023 Open Enrollment period.

2. In addition, the District shall provide notification to the NMPSIA of the approved Local Premium Cost Share Plan to be applied to all employees, all benefit plans and coverage classifications.
3. The District shall cooperate with the NMPSIA and any other party necessary to assure that the transition to the NMPSIA Dental and Vision plans and the implementation of the Local Premium Cost Share plan are correctly and timely implemented

Board of Education of Carlsbad Municipal School  
District

By:   
President

Attest:

  
Secretary of the Board