

**New Mexico Public Schools Insurance Authority**

**REQUEST FOR PROPOSALS (RFP)**

**Third-Party Administrator Services**



**RFP# 342-2024-03**

RFP Release Date: 12/07/2023

Proposal Due Date: 01/08/2024

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# I. INTRODUCTION

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Third-Party Administrator Services for the Benefits Division and specific services for the Risk Division.

## B. BACKGROUND INFORMATION

The New Mexico Public Schools Insurance Authority (NMPSIA) is a public entity pool created pursuant to the Public Schools Insurance Authority Act (Sect. 22-29-1 et seq. NMSA 1978). It is charged with providing comprehensive core insurance programs for participating public school districts, charter schools, and educational entities as defined by NMSA 22-29-3 for property/liability and workers' compensation insurance (Risk) and the full range of employee benefits coverages to participating public employees and dependents (Benefits).

The purpose of the Authority is to provide comprehensive core insurance programs for all participating public schools, charter schools, and educational entities to maximize cost containment opportunities for required insurance coverage. The "Risk" and "Benefits" program of the Authority was legislatively mandated on July 1, 1986, for all public school districts, charter schools, and educational entities as defined by NMSA 22-29-3. NMPSIA consists of eighty-eight (88) K-12 School Districts, one hundred one (101) charter schools, nine (9) post-secondary educational institutions, eighteen (18) other educational entities, and 4 self-pay groups for a total of two hundred twenty (220) Benefits Division Members and eighty-eight (88) K-12 School Districts, one hundred one (101) charter schools, seven (7) post-secondary educational institutions, and thirteen (13) other educational entities, for a total of 209 Risk Division Members. The geographical area exposed to the Authority is statewide.

## C. SCOPE OF PROCUREMENT

The successful Offeror will provide NMPSIA *Rules and Regulations enforcement, enrollment, eligibility, premium billing, premium collection, and administration* of NMPSIA's employee benefit plans, for Member employers, COBRA, and other self-pays participants, create self-billing of fees to carriers, and other administrative functions as defined in the scope of work. **No claims-paying services are required.**

The successful Offeror will also provide risk services as described in the scope of work.

The resulting contract will be a single award. This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. The initial term of the contract will be one (1) year with the option to renew for three (3) additional one (1) year periods for a total of four (4) years.

## D. PROCUREMENT MANAGER

The New Mexico Public-School Insurance Public Schools Insurance Authority has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and e-mail address are listed below:

Name: Maria Lugo, Procurement Manager  
Telephone: (505) 469-0407  
Email: [NMPSIA.Procurement@PSIA.nm.gov](mailto:NMPSIA.Procurement@PSIA.nm.gov)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of the PROCUREMENT MANAGER.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

## E. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished via [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov). Refer to Section III.A.1 for instructions.*

*\*Include RFP name and RFP#*

## F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Authority**” means the New Mexico Public Schools Insurance Authority.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Close of Business**” means weekdays (Monday – Friday) 5:00 PM MST, or any State of New Mexico recognized holiday.

5. “**Confidential**” means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
6. “**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.
7. “**Contractor**” means any business having a contract with the Authority, state agency or local public body.
8. “**Determination**” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
9. “**Desirable**” – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
10. “**Electronic Submission**” means a successful submittal of Offeror’s proposal to the [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov) , in such cases where email submissions are accepted.
11. “**Electronic Version/Copy**” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The electronic version/copy **MUST** be emailed.
12. “**Evaluation Committee**” means a body appointed to perform the evaluation of Offerors’ proposals.
13. “**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
14. “**Final Award**” means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
15. “**Finalist**” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
16. “**Hourly Rate**” means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

17. **“IT”** means Information Technology.
18. **“Mandatory”** – the terms ”must”, “will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
19. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
20. **“NMPSIA”** means The New Mexico Public Schools Insurance Authority or Authority.
21. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
22. **“Procurement Manager”** means any person or designee authorized by the Authority. with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
23. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
24. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
25. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
26. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
27. **“Responsive Offer”** means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
28. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents have been completely and successfully emailed to [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov) prior to the submission deadline stated in the RFP.



29. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
30. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
31. **“State (the State)”** means the State of New Mexico.
32. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
33. **“TPA”** means Third-Party Administrator.
34. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement will be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.).
35. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
36. **“Written”** means typed in standard 8 ½ x 11 inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc. <https://nmopsia.com/procurements.html>.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

| <b>Action</b>                           | <b>Responsible Party</b>  | <b>Due Dates</b>       |
|---|---------------------------|------------------------|
| 1. Issue RFP                            | NMPSIA                    | December 7, 2023       |
| 2. Acknowledgement of Receipt Form      | Potential Offerors        | December 12, 2023      |
| 4. Deadline to submit Written Questions | Potential Offerors        | December 12, 2023      |
| 5. Response to Written Questions        | Procurement Manager       | December 14, 2023      |
| 3. Pre-Proposal Conference              | NMPSIA                    | December 15, 2024      |
| <b>6. Submission of Proposal</b>        | <b>Potential Offerors</b> | <b>January 8, 2024</b> |
| 7.* Proposal Evaluation                 | Evaluation Committee      | TBD                    |
| 8.* Selection of Finalists              | Evaluation Committee      | TBD                    |
| 9 * Oral Presentation(s)                | Finalist Offerors         | TBD                    |
| 10.* Best and Final Offers              | Finalist Offerors         | TBD                    |
| 11.* Finalize Contractual Agreements    | NMPSIA/Finalist Offerors  | TBD                    |
| 12.* Contract Awards                    | NMPSIA/ Finalist Offerors | TBD                    |
| 13.* Protest Deadline                   | NMPSIA                    | +15 days               |

\* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

#### 1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Public School Insurance Authority on the date indicated in Section II.A. Sequence of Events.

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager, Maria Lugo, at [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov), to have their organization placed on the procurement distribution list. The form must be returned to the Procurement Manager by **3:00 pm MST** on the date indicated in Section II.A. Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative will not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

## 3. Pre-Proposal Conference

A pre-proposal conference will be held for this RFP at 8:30AM MST on the date indicated on the sequence of events. The zoom link for the pre-proposal conference will be posted on <https://nmipsia.com/procurements.html> and sent to any potential offerors who have submitted and Acknowledgment of receipt form.

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 pm MST as indicated in Section II.A. Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions will be clearly labeled and will cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A. Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://nmipsia.com/procurements.html>

## 6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

**ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST ON THE DATE INDICATED IN SECTION II.A, EQUENCE OF EVENTS.** Such electronic submissions will be considered sealed in accordance with statute.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via email by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late.

Further, a submission that is not fully complete and received via email by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. **In accordance with statute and rule, NO LATE PROPOSAL CAN BE ACCEPTED.**

**Proposals must be addressed and delivered to the Procurement Manager at the address identified in Section I.E. via email.** Proposals submitted by facsimile, or other electronic means other than via [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov), will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals will not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required Board signature on the contract(s) resulting from the procurement has been obtained.

## **7. Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A. Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions WILL NOT be initiated by the Offerors.

## **8. Selection of Finalists**

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A. Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

## **9. Oral Presentations**

Finalist Offerors, as selected per Section II.B.8. above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A. Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Authority will provide Finalist Offerors with an agenda and applicable details, including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

## **10. Best and Final Offers**

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II.A. Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

## **11. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A. Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the Authority reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

Upon receipt of the signed contractual agreement, the Authority Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to Board approval.

## **13. Protest Deadline**

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period will begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

New Mexico Public Schools Insurance Authority  
410 Old Taos Highway  
Santa Fe, New Mexico 87501  
Maria Lugo  
505-469-0470

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## C. GENERAL REQUIREMENTS

### 1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C. General Requirements and Section V. Evaluation, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30. located in APPENDIX E.

### 2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP will be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system will be borne solely by the Offeror.

### 3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP will specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Authority which may derive from this RFP. The Authority entering into a contractual agreement with a vendor will make payments to only the prime contractor.

### 4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor will be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the authority awarding any resultant contract, before any subcontractor is used during the term of this agreement.

### 5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Authority personnel will not merge, collate, or assemble proposal materials.**

### 6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals via [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov). The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

### 7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days

after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

## 8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Authority. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
  1. confidential financial information concerning the Offeror's organization; and
  2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. ***An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, will be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.***

**IMPORTANT:** The price of products offered or the cost of services proposed **WILL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Authority will examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal will be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

## 9. No Obligation

This RFP in no manner obligates the Authority to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

## 10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Authority determines such action to be in the best interest of the State of New Mexico or the Authority.

## 11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Authority's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

## 12. Legal Review

The Authority requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

## 13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement will be governed by **the laws of the State of New Mexico.**

## 14. Basis for Proposal

Only information supplied in writing by the Procurement Manager via [NMPSIA.Procurement@psia.nm.gov](mailto:NMPSIA.Procurement@psia.nm.gov) or contained in this RFP will be used as the basis for preparation of Offeror proposals.

## 15. Contract Terms and Conditions

The contract between the Authority and a contractor will follow the format specified by the Authority and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the Authority reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Authority discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Authority (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Authority may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Authority and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.



## **16. Offeror's Terms and Conditions**

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Authority. See Section II.C.15. for requirements.

## **17. Contract Deviations**

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Authority and the Offeror selected and will not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

## **19. Right to Waive Minor Irregularities**

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

## **20. Change in Contractor Representatives**

The Authority reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Authority, adequately meeting the needs of the Authority.

## **21. Notice of Penalties**

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

## **22. Authority Rights**

The Authority in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

## **23. Right to Publish**

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the Authority written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or authority contracts deriving from this procurement. Failure to adhere to this

requirement may result in disqualification of the Offeror's proposal or removal from the contract.

#### **24. Ownership of Proposals**

All electronic documents submitted in response to the RFP will become property of the State of New Mexico and the Authority. If the RFP is cancelled, all electronic responses received via [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov) will be destroyed by the NMPSIA within three (3) business days of notification of the cancellation.

#### **25. Confidentiality**

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP will be kept confidential and will not be made available to any individual or organization by the contractor without the prior written approval of the Authority.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the Authority's written permission.

#### **26. Electronic mail address required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5. Response to Written Questions).

#### **27. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Authority, the Offeror acknowledges that the version maintained by the Authority will govern. Please refer to: <https://nmpsia.com/procurements.html>.

#### **28. New Mexico Employees Health Coverage**

- A. If the Offeror 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, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for 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. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements will apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below. DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK (N/A, none, does not apply, etc. are acceptable responses).

The Letter of Transmittal must provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit an incomplete or signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.**

## 31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater

than sixty thousand dollars (\$60,000.00) with any state authority or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor will provide immediate written notice to the Procurement Manager or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Procurement Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, Executive Director, Board may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **32. New Mexico/Native American Resident Preferences**

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

**In accordance with §13-1-21(H) NMSA 1978, an agency will not award any combination of New Mexico/Native American Resident Preferences.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors will submit two proposals in response to this RFP. **You must submit a separate electronic redacted file.**

#### B. ELECTRONIC SUBMISSION ONLY

**Proposals in response to this RFP must be submitted through NMPSIA’s procurement email address ONLY: (NMPSIA.procurement@psia.nm.gov),** The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as “Technical Proposal,” or “Cost Proposal,” on the front page of each upload.

- a) **Technical Proposals** – Two (2) ELECTRONIC uploads must be organized in accordance with **Section III.A.1. Proposal Format.** All information for the Technical Proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **WILL NOT** contain any cost information.

- a. **Confidential Information:**

- i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a. above as **unredacted** (def. Section I.F.) versions for evaluation purposes; and
    - ii. One (1) **redacted** (def. Section I.F.) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file; ***when the unredacted file is submitted and the entirety of the response is marked proprietary and confidential information the response will be deemed as unresponsive and be disqualified.***

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading.** *EXCEPTION: Single electronic files that exceed 50mb may*

*be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission **must be fully uploaded** by the submission deadline in Section II.B.6.

*It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically via the NMPSIA's procurement email [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov) by the deadline set forth in this RFP. Please ensure that you, as the Offeror, **allow adequate time for large uploads and to fully complete your submittal by the deadline**. A submission that is not both: (1) fully complete; and (2) received, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE OFFER CAN BE ACCEPTED.***

Any proposal that does not adhere to the requirements of this Section and **Section III.B.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

## C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

#### **Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Response to Contract Terms and Conditions (from Section II.C.15)
5. Offeror's Additional Terms and Conditions (from Section II.C.16)
6. Response to Specifications (**except Cost information which will be included ONLY in Cost Proposal/Binder 2**)
  - a. Organizational Experience
  - b. Organizational References
  - c. Oral Presentation (if applicable)
  - d. Mandatory Specification
  - e. Desirable Specification

- f. Financial Stability (Financial information considered confidential, as defined in Section I.E. and detailed in Section II.C.8., should be placed in the **Confidential Information** file, per Section III.B.a) a. as applicable)
  - g. Performance Surety Bond (if applicable)
  - h. New Mexico Preferences (if applicable)
7. Other Supporting Material (if applicable)

**Cost Proposal:**

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**



## IV. SPECIFICATIONS

### A. DETAILED SCOPE OF WORK FOR BENEFITS

This RFP is to solicit proposals of qualified firms to provide *eligibility and premium* administration only of NMPSIA's employee benefit plans, including enrollment, premium billing to school district, charter schools and other educational entities, COBRA and other self-pays, collection, payment of premiums to carriers, and other administrative functions. **No claims paying services are required.** The TPA must dedicate at a minimum one Account Manager, one Web Developer, one Technology Officer, one Instructional Designer, One Accountant, One Accountant Assistant, one Account Representative/8,000 lives and other positions to be defined by the Contractor. Upon transition, a data file will be provided by the current TPA. The likely format will be an 834 layout for eligibility; however, alternate file formats may be requested.

All services required herein must be performed by the contracting firm and all personnel engaged in the work will be fully qualified and will be authorized under State and local laws, as applicable, to perform such services.

The scope of services to be provided by the successful Offeror, includes, but is not limited, to:

1. **Eligibility and Effective Date Processing.** This includes initial enrollments, processing of changes, screening for correct and complete information and assigning proper effective date. Dependent documentation requirements, which the TPA must adhere to in determining eligibility and effective dates, are outlined in the Rules and Regulations section in Title 6 Chapter 50 Parts 1-15 [https://nmpsia.com/pdfs/Title\\_6\\_Chapter\\_50\\_Parts\\_1\\_to\\_18\\_as\\_of\\_20140901.pdf](https://nmpsia.com/pdfs/Title_6_Chapter_50_Parts_1_to_18_as_of_20140901.pdf). Dependent documentation is required for new enrollments and changes to enrollment. Minimum eligibility requirements for each group are monitored, as well as allowing domestic partner coverage for approximately 116 groups which have elected to offer domestic partner coverage and 39 groups with a part-time resolution in place.

The TPA assigns an alternate ID number to be used on ID cards in lieu of Social Security Numbers. The TPA does not have any responsibility for preparation or coordination of the distribution of Plan ID cards to participants. ID card production and distribution is handled by current contracted carriers. Only the Pharmacy Benefits Manager utilizes the alternate ID on their ID cards. The cost of the ID cards is included in the ASO fees paid to the vendors. The TPA does have the responsibility to generate alternate ID numbers on the eligibility file sent to the Pharmacy Benefits Manager (PBM) and create an alternate ID for foreign employee's and their dependents until a Social Security Number or Individual Tax Identification Number is received.

Processing of paper and Online employee, foreign employee, return to work retiree, employee on a leave of absence, COBRA, retiree life, board member enrollment and re-enrollment applications and change forms occur on a daily basis with August through January enrollments having the most volume due to new hire enrollment and Open/Switch enrollment. Communication with the enrolling entities is required to complete the process for many applicants. Disabled dependent verification

forms and proof of good health forms are forwarded to the appropriate carrier for underwriting, and eligibility is updated once approval or denial is received from the carrier. Appropriate follow-up is necessary to complete the transaction. Transactions relating to eligibility average 3,500 per month. Confirmation notices are mailed to employees on every transaction and made available to participating employers on the Online System Employer Login access outlining the processed changes.

Employer On-line enrollment is currently permitted and these enrollments average 2,000 per month with transactions spiking to 4,000 in August through January.

NMPSIA holds an open enrollment for medical, dental, and vision each October with an effective date of January 1 of the upcoming year. Qualifying events, such as marriage, birth, adoption, open a new window for enrollment. Late enrollment into Life or LTD requires evidence of insurability.

## **2. Employee Online Enrolment Option**

NMPSIA is currently using electronic enrollment.

Some features of electronic enrollment include how to handle the dependent documentation and how to relay the enrollment back to the school for payroll deduction purposes, as well as creating estimated payroll deductions for each participating entity based on pay periods and employer contribution rates which vary from one entity to another.

Specifically, proof of birth or proof of marriage must accompany the enrollment for dependent coverage to be effective. A grace period of sixty-one days is allowed for submission of dependent documentation, and the dependent's effective date is the first of the month following submission of appropriate documentation. As an example, an employee hired August 3<sup>rd</sup>, would have employee coverage effective September 1<sup>st</sup>, and if dependent documents were not submitted until September 15<sup>th</sup>, dependent coverage would be effective October 1<sup>st</sup>.

Regarding payroll interface, there is no 'uniform' payroll system used by all schools. Currently, schools use Banner, AS400, Visions, and other school payroll software.

## **3. Customer Service.**

Telephone calls currently average 90 calls per day and emails average 100 per day but can increase significantly during an enrollment period. Inquiries relate to NMPSIA Rules and Regulations, COBRA rights, enrollment, eligibility, carrier phone numbers, appeals process, associated entities (Educational Retirement Board or Retiree Health Care Authority), and employee benefits. Phones are answered from 8:00 to 5:00 MST. Ongoing outreach via phone and mass email will be required to disseminate information timely.

The current contract provides for the relinquishing of the toll-free number 800-233-3164. Any successor TPA must agree to assume all administrative costs associated with the transfer.

**4. Monthly Group Billing.** A consolidated list billing, including adjustments, is available via the web for download by the schools on the 1<sup>st</sup> of each month. Due to the various combinations of

coverage available to employees, (medical without dental, dental and vision without medical, etc.) the entries on these billings total over 140,000 per month. The school premiums are different than the premiums remitted to the carriers. Multiple rate tables are required.

The cut-off date to produce electronic billings is the last business day of the preceding month. Only complete requests will appear on the next month's billing statement.

On an annual basis schools/entities are required to report employee salary, hours worked per week and job title information via the online system in an Excel format for Additional Life and Long-Term Disability coverage. This information is loaded electronically into the database. Sample bills are then generated for each entity to assist in payroll deductions prior to the coverage effective date.

All salary updates are required for all employees carrying Basic Life. Approximately 45,000 salaries are updated annually. An electronic file is made available on the district website for download, update and return to TPA for processing. TPA validates the data with the employer before updating in the database.

#### **5. Individual Billing.**

Self-pay participants (COBRA, Retirees, Board Members) totaling about 500 lives are billed annually by June 1<sup>st</sup> each year and have three options for payment: (1) direct debit from checking account on the 10<sup>th</sup> of each month, (2) lump sum annual and semi-annual payment by check, or (3) monthly payment with a coupon book for a \$5 monthly administration fee.

These manual payments are deposited within 24 hours per New Mexico State Department of Finance and Administration Rules and Regulations with premium collection and carrier payment reports generated on a monthly basis.

#### **6. Monitor Timeliness of Payments.**

Payment is due on the 10<sup>th</sup> of the month. Late payment of premium by entities is subject to a penalty as required by the NMPSIA Board Policies. The penalty assessment is calculated and sent to the entity in arrears. Careful monitoring of penalty assessments is required, and all group payments are made electronically to NMPSIA's fiscal agent Wells Fargo. Self-pay participants' monthly payments to the TPA are deposited daily. The TPA monitors compliance to deadlines and a late notice, and two cancellation notices are mailed to late payors. Results of this process are provided to NMPSIA monthly.

#### **7. Bill Reconciliation.**

NMPSIA requires payment of the bill as invoiced (Pay As Billed policy). The vast majority of the entities are compliant, which results in minimal work as far as tracking accounts receivable balances. There is a Not Pay as Billed penalty for non-compliant payments, which is assessed by the TPA on behalf of NMPSIA.

#### **8. Overage Dependent Verification.**

Dependents reaching the age of 26 are tracked two months prior to the birthday month. Dependents reaching the limiting age are taken off the applicable plans and confirmation of this is sent to the employee and the employee's school insurance representative. If the employee notifies the TPA that

the child may be disabled, the TPA works with the member and insurance carriers to ensure the employee is provided the appropriate forms required to apply for disability certification.

### **9. School Board Member Maintenance of Eligibility.**

Those serving as local school board members are eligible for all lines of coverage, except Basic Life and LTD, on a 100% self-pay basis. As school board elections occur, the TPA is responsible for tracking and terminating those whose school board service has ended and sending the COBRA Qualifying Event notice. The TPA is also responsible for adding the newly elected board members who have enrolled. NMPSIA currently has approximately 40 School Board members enrolled.

### **10. Carrier Eligibility Interface.**

Weekly electronic eligibility updates are provided to contracted health carriers (currently BCBS, CIGNA, Presbyterian, CVS, Delta, UCCI, and Davis). All listed carriers require eligibility information on the employee and dependents to include social security number, alternate ID, dependent relationship, date of birth, disabled status verification, address, phone number, tier of coverage, effective dates, termination dates, alternate district and alternate social security number, by school/entity group, by month of coverage. Life insurance and Disability insurance is on a self-administered basis and eligibility is provided to The Standard on a weekly basis and is currently only required for Evidence of Insurability.

On a monthly basis the TPA is required to create and provide an eligibility data file to the NMPSIA benefits consultant in conjunction with data warehouse services provided by the benefits consultant to NMPSIA.

During a carrier procurement year, the TPA will be responsible to onboard any new vendor selected during the procurement with standard and non-standard Electronic Data Interchange (EDI) eligibility file requirements.

Eligibility is also available to the medical, prescription, dental, vision, life and disability carriers via read only access to the TPA's eligibility database. Meetings with carriers to determine file requirements for eligibility updates are the responsibility of the TPA.

Emergency interim verification of eligibility is handled by email by an assigned individual at each plan vendor. For Rx coverage, the TPA has access to enter the update into the Rx vendor's eligibility system.

The TPA is responsible for quarterly reconciliations to the carrier's eligibility and reporting any ongoing discrepancies or inadequate findings to the Authority.

### **11. Carrier Payments.**

Monthly premium statements and payments to carriers are made based on carrier contract negotiations. The carrier premium is different than the premium billed to the schools. Premium payments are received separately from each school district or self-pay member. This premium is allocated to each carrier on a consolidated premium statement that reflects monthly enrollment and previous month adjustments to premium. Reporting is by carrier, school/entity and self-pay participant group, tier of coverage and premium billed to the groups. Adjustments are made and a

summary is created to issue premium payments. Payment invoices are sent to NMPSIA for review and payment. Premium refunds to NMPSIA self-pay participants are also handled on a monthly basis.

## **12. Other Interface with Carriers.**

The TPA is responsible for submission of proof of good health for Life and LTD. A follow-up system is part of the responsibility of the TPA. Interface is expected with the Life and LTD carrier for the purpose of monitoring EOI applications and decisions. In addition, the TPA is required to download and reconcile reports to monitor LTD decisions and waiver of premium for both Life and LTD.

## **13. Financials.**

A financial statement is created on a monthly basis recording all activity of three bank accounts (depository, short-term investment and disbursement), state treasurer investments, detailed posting of all deposits, transfers, disbursements, fees, other income, premium billing, and accruals. Each year a new budget is loaded, and adjustments are made for any year-end audit adjustments.

NMPSIA has three bank accounts, all maintained with the fiscal agent bank, which is currently Wells Fargo Bank. The first bank account, referred to as the “Depository” account, is the recipient of all revenues received from the NMPSIA membership for benefit premium payments. This revenue corresponds directly with the amounts being billed by the TPA to the membership. This bank account also receives all other revenue which may include claims refunds, prescription drug rebates, contractor performance penalties, subrogation and recoveries and interest earnings. All payments made by the NMPSIA membership, except certain “self pays”, are made by electronic media. All other deposits require the TPA to deposit checks within 24 hours of date and time received and send corresponding documentation of deposit to NMPSIA daily.

Several times during the month, transfers are initiated between the “Depository” account and the “Short term Investment” account and the “Disbursement” account. The Short-term Investment account serves as the location for excess cash reserves to maximize interest earnings. Several times during the month funds are transferred in and out of this account into the Depository account. The Disbursement account is the source for all payments made to carriers for administrative fees and claims payments, premium payments for fully insured coverage, contractor fees, membership refunds and miscellaneous expenses. The Disbursement account is a Zero Balance Account (ZBA) with transfers made into the account from the Depository account when any request for payment is required. These requests for payment are in the form of electronic transfers (wire or ACH), and some check reimbursements. It is the responsibility of the TPA to notify NMPSIA when to prepare payment checks for administrative and contractor fees and membership refunds. The capability of initiating electronic transfers is restricted to the NMPSIA Comptroller or his/her designee. The daily transactions of these three accounts are available on a “read only” basis to the TPA via the financial institution’s website. These current banking arrangements will continue to be maintained. It is the responsibility of the TPA to reconcile the activities of these three accounts on a monthly basis and provide an accounting of these activities to NMPSIA’s Comptroller.

The TPA will be required to run a parallel accounting system with matching account codes as NMPSIA for reconciliation and verification purposes.

#### **14. Maintenance of Files in Acceptable Format.**

All NMPSIA files and documentation are sorted and stored accordingly. Original employee forms are kept as part of the school/entity file. School/entity billing statements and reconciliation, all carrier/contractor payments, deposits, banking, and accounts receivable reporting are kept for each fiscal year period. An individual file is created for each self-pay participant. It is a requirement that all employee enrollments be consolidated in the event of transfer from one school district to another. The participant file should follow the member. Files and documentation is currently stored in paper and electronic formats. File retention of paper and electronic formats is subject to the New Mexico Records and Archives regulations.

All information retained, except as specifically mentioned in the contract provisions, is property of NMPSIA and is made available to the NMPSIA auditor on an annual basis. The audit requires detailed investigation of enrollment and eligibility files, carrier and contractor payment files, banking and financial statement files, in coordination with NMPSIA site audit and carrier claims processing audit.

**15. Attendance at Meetings.** Attendance (in-person preferred or virtual) is required at all NMPSIA Benefits Advisory Committee meetings and Board of Directors meetings. These occur the first Wednesday afternoon and Thursday morning of each month. Meetings are not held in January or August. Meetings are usually in Albuquerque, with the exception of the July meeting which is held in a NM site other than Albuquerque.

Annually, various in-person and virtual meetings are scheduled by NMPSIA that require attendance by the TPA. Examples are carrier eligibility meetings, new employee enrollment, switch enrollment, new coverage enrollment, New Mexico Public Education Department (PED)'s Spring Budget Workshop, and on-site training visits with schools/entities. At least five in-person regional training meetings and one additional meeting with a virtual option for entities' benefits specialists, with the times and locations to be mutually determined by NMPSIA and the TPA are required. These trainings focus on benefit changes, state and federal law requirements, administrative procedures, changes, review NMPSIA Rules and Regulations, assist with the actual enrollment process, and review of premium payment reconciliation procedures or any other topics determined appropriate by NMPSIA. A working lunch is provided by the TPA during these summer regional training meetings and the meetings are held throughout the state.

The TPA will be required to conduct bi-monthly, monthly and annual topic training meetings for participating entities such as round tables, how to trainings and updates to administration processes. The material for these training will be mutually agreed upon by the NMPSIA and the TPA. The TPA also serves as back up for meetings which NMPSIA representatives are unable to attend. Occasionally, immediate attendance may be required with little advance notice.

**16. COBRA Administration.** The TPA will issue the initial notice, the qualifying event notice, and all other required COBRA notices. The TPA assumes the responsibility for billing once an election has been made. Upon verification of the COBRA application, end dates are defined, premiums calculated. Premium payments are monitored, and notification processes applied. Constant communication with schools/entities and qualified beneficiaries is required.

The 2% administrative portion of the COBRA premiums is retained by NMPSIA and placed in the pool of funds.

Any changes to COBRA are expected to be administered by the TPA without any change in fees. The TPA is responsible for understanding and applying COBRA requirements properly.

It is required that two or more employees of the TPA receive and maintain a COBRA Administration Specialist Certification. The cost of the certification is the responsibility of the TPA and will not be reimbursed or paid by the Authority.

**17. Reports.** Ad hoc reporting is produced on an as needed basis. Instances include reporting to the NM State Legislature, consultants, carriers, participating entities and auditors in regard to enrollment population, premiums billed and collected, budget analysis, and geographic analysis. Responses to these requests can require a 24-hour turnaround time, especially during the legislative session. A secure access portal will be provided by the TPA to retrieve and place reporting and documentation that requires HIPAA privacy and security compliance for Personally Identifiable Information and Personal Health Information.

**18. Development of Paper and Online Forms.** NMPSIA utilizes the TPA to provide information to various entities relating to the operation, enrollment, and financial matters of the employee benefits program. Assistance is given in creating employee benefits notices which include NMPSIA Rules and Regulations Summary, COBRA Privacy and Medicare Part D Notices, HIPAA Notification, preprinted forms, enrollment forms, reaching the child limiting age, late notice, cancellation notice, conversion notice, and any other forms/notices to administer the employee benefits program.

**19. Online Access to TPA System.** The TPA should be prepared to supply the NMPSIA office, employees and participating entities' benefit specialists with on-line access to eligibility and enrollment information. The eligibility access to the NMPSIA office is "read-only". Employees and participating entities have the ability to process enrollment transactions via the Online System.

**20. Maintenance of NMPSIA Website and Mobile Application.** The TPA maintains the NMPSIA website (<https://nmpsia.com>) and Mobile App with daily, monthly, and annual updates of forms, newsletters, premium rates, approved board minutes, etc. It is the intent that the website include the full electronic enrollment option for employees.

Recent examples of website maintenance are attaching the most recent Risk Program invoices and posting the Spring Budget Workshop presentation.

**21. Distribution of Materials.** Distribution of all NMPSIA forms, enrollment packets, and any materials necessary for the implementation of employee benefits at the schools/entities are handled on an as-needed basis. This may include mass emailing multiple times a month to employees and/or participating entities.

There is a separate budget established for printing and postage related to these special mailings, as well as for normal printing, monthly shipping, and postage costs; therefore, **administration costs should be quoted without these expenses.**

A direct charge budget will be established by NMPSIA. These charges must be approved in advance by the Executive Director or Designee. These charges will be billed by the TPA directly to NMPSIA on a monthly basis.

### **23. Transmission of Data Files**

Upon transition, a data file will be provided by the current Third-Party Administrator. The likely format will be an 834 layout for eligibility; however, alternative file formats may be requested.

### **24. Other Services Not Specifically Set Out.**

TPA will provide all other services deemed necessary by NMPSIA in developing, research and development, explaining and operating the NMPSIA employee benefits program. This language is comparable to “other duties as assigned” in a job description. As an example, the Contractor will provide all services required for the implementation and administration of all Federal and State legislation and Office of the Superintendent of Insurance directives.

### **25. Equipment for Services**

The Contractor will provide all equipment necessary to provide administrative services to the Authority.

## **B. DETAILED SCOPE OF WORK FOR RISK DIVISION SERVICES**

The TPA administers an important component of the NMPSIA Risk Division that includes premium invoicing to all participating employers, monitoring receipt of premium payments, and financial accounting and recording of these transactions. Invoices and payments for Risk coverages require data separated into categories by line of coverage and recorded.

NMPSIA does not commit to using the contractor for any or all the services listed in this section. Use of the TPA services for projects will be determined by need and funds available. The NMPSIA Risk Division will continue to be in charge of and oversee all projects and will be the liaison, except as specifically directed, with all carriers or Offerors of existing or proposed employee risk plans.

All services required herein must be performed by the contracting firm and all personnel engaged in the work will be fully qualified and will be authorized under State and local laws, as applicable, to perform such services.

The scope of services to be provided by the successful Offeror, includes, but is not limited, to:

### **1. Annual Invoices.**

On an annual basis, NMPSIA, with assistance from their Risk Insurance Consultant and the TPA, provides participating employers an invoice for Property Insurance, General Liability Insurance, Auto Liability Insurance, Mandatory Catastrophic Student Accident Insurance, Equipment Breakdown Coverage Insurance, Bus Inspector and Workers' Compensation Insurance.



Information for Risk coverage premium invoicing is prepared and provided by the NMPSIA Risk Insurance Consultant. This information is provided in the spring of each year for creation and availability of the invoice on the NMPSIA general website <https://nmpsia.com/> under the Risk Division section on July 1st by the TPA.

The invoice statement, in PDF format, is specific to each participating employer's selected line(s) of insurance coverage and will include a summary by coverage and premium along with the total amount due. The risk premium due date is August 1<sup>st</sup>. Participating employers have a ten day grace period before being considered late. Payments are made directly into the NMPSIA Risk bank account.

On July 1st a broadcast email will be provided by the TPA to each participating employer announcing the availability of the annual invoice.

## **2. Annual Premium Collection.**

The TPA will identify all payments received into NMPSIA's Risk Depository Account at NMPSIA's fiscal agent (currently Wells Fargo Bank). The TPA will record the daily bank deposit in the TPA database. For each employer, a zero-balance process is run and the payment is distributed by category and by product to include amount billed, amount paid, accounts receivable and late penalty, as needed. Each employer record is updated with the payment date. Any discrepancies between billed and received amounts are recorded in the database. For participating employers with accounts receivable amounts and applicable penalties, the TPA will record and reconcile each payment against the annual invoice to establish timeliness and accuracy of payment, track discrepancies and maintain the master receivables report. Any discrepancies between billed and received amounts and/or late payments are reported to NMPSIA and the employer. Any late payment penalty assessments will be recorded and monitored for timely payment.

By July 31st the TPA will send a second broadcast message to all participating employers that have not paid their Risk invoice. A list of each participating employer that has not paid their Risk invoice by July 31st will be provided to NMPSIA Comptroller for follow-up.

## **3. Risk Division Monthly Financial Accounting.**

The TPA is responsible for accounting of financial activity in each NMPSIA bank account (Risk Depository, Risk Disbursements and Risk Short Term Investments), along with Local Government Investment Pool and State Investment Council pooled investments. Detailed recording of all deposits, transfers, disbursements, fees, other income, premium invoicing, accruals, etc. is required.

Weekly transfers between accounts and wire transfers and documentation supporting weekly wire disbursements will be prepared by NMPSIA and provided to the TPA for recording of each transaction. Reports to facilitate the monthly recording of premium revenue from the Annual Invoices will be prepared by NMPSIA. Reports to facilitate the monthly recording of reinsurance expense/other prepaid expenses will be prepared by NMPSIA. After the end of each month and not later than the 15th of the following month the TPA will deliver to NMPSIA accounting

Journal Entries to reflect all transactions required to be included in general purpose financial statements (Balance Sheet and Statement of Revenues and Expenditures) for the Risk Division of NMPSIA. NMPSIA will import the monthly transactions into their accounting system.

The TPA will be required to run a parallel accounting system with matching account codes as NMPSIA for reconciliation and verification purposes.

**4. Customer Service for Risk Division Partners.**

Customer service involving Risk Division services is provided to NMPSIA staff, NMPSIA Board and Risk Advisory Committee members, NMPSIA associated Risk Division carriers/vendors, consultants, legal counsel, and NMPSIA participating employer Risk associated staff.

A Risk Division participating employer contact is maintained on an ongoing basis as provided by or solicited from the participating employers. Each contact will include the name, physical and mailing address, phone and fax number and email address. There may be multiple contacts for Risk as the participating employer deems necessary.

**5. NMPSIA Website Maintenance for Risk Division.**

The TPA maintains the NMPSIA website <https://nmpsia.com/> as needed. Examples of ongoing updates include Risk division carrier/vendor website links and contact information, new or updated publications, insurance forms, newsletters, and any other Risk Division updates as requested.

The website also provides access to the link to access annual Risk Premium Invoices by participating employer District ID number.

**6. Meet with NMPSIA Staff**

The TPA will meet, in-person or virtually, as needed to discuss Risk related matters. These topics may include discussion on processing of the financial transactions, processing of invoices etc.

**C. TECHNICAL SPECIFICATIONS**

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly and as per the Evaluation Points Summary table in Section V.

**1. Organizational Experience**

Offeror **must**:

- a) provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of enrollment and eligibility processing, premium billing and premium collection, website maintenance, and financial statement services. All services provided to private sector will also be considered;

- b) indicate how many TPA clients have been installed in the last two years and what percentage of business revenue is derived from public sector engagements;
- c) provide a detailed resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as personnel that will be working on the NMPSIA account. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and experience.
- d) describe at least two project successes and failures of a TPA engagement. Include how each experience improved the Offeror's services.

## 2. Organizational References

Offeror must provide a list of a minimum of three (3) external references from similar projects/programs performed for private, state, or large local government clients within the last three (3) years.

Offeror will include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A. Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

It is the Offeror's responsibility to ensure the completed forms are received on or before RFP due date.

### 3. Desirable Specification

#### Desirable Specifications: Administration

1. (a) What entities do you currently provide eligibility and premium administration for? (b) Are these clients self-insured or fully insured? (c) What lines of coverage? (d) Have these carriers audited your records? (e) What were the results of the audit? (f) Describe the process you use to verify enrollment after data entry made either by your staff or any individual who completed an online transaction.
2. (a) Describe your computer system, including information on hardware, software, back-up schedule, etc. (b) Do you own or lease your equipment? (c) Is your eligibility system software developed and maintained by your staff or purchased? (d) Do you have programmers on staff? If so, how many? (e) Where are the programmers physically located? (f) Indicate how many times the system has “been down” in the last 12 months and provide length of time, reason, and interim capability. (g) Do you have a disaster recovery program and system back up in place? (h) Please elaborate on your disaster recovery system and processes.
3. (a) How many of your feeds are HIPAA 834 compliant and how many are proprietary? (b) Provide actual examples of the error reports generated by recipients of your electronic feeds. (c) What is your process to rectify discrepancies and reconciling eligibility with the recipients?
4. (a) Please review the Enrollment Applications at <https://nmpsia.com/> and confirm your system can capture all information on these. (b) Are confirmation notices generated for your other business?
5. (a) A sample of the NMPSIA monthly Benefits billing and Risk yearly premium billing is provided in Exhibit G. Confirm you can duplicate enhance these formats. (b) Are premium adjustments handled manually or are they automatic within the billing system? (c) Is your billing system capable of handling retroactive adjustments with no limit on how far back these adjustments are needed?
- 6.(a) Describe your COBRA billing system. (b) Provide a resume of the COBRA specialist with a list of COBRA seminars attended by the specialist in the last 12 months. (c) What COBRA reference material do you rely on internally? (d) Is your COBRA population included in the same system you use for active employees? (e) Do you handle any other self-pay categories? (f) If so, are they also included in the same eligibility and enrollment system used for employees actively at work? (g) Do you offer manual and debit payments to COBRA and any other self-pay groups?
7. (a) What is the location of the office you are proposing? (b) Provide an organizational chart and a schematic of the workflow for this office. (c) Will NMPSIA be provided a dedicated service unit? (d) Are customer service representatives separate from eligibility specialists, or does each staff person handle all aspects of administration? (e) What is the

level of training and background of the staff answering telephone inquiries? (f) Are there bilingual staff, and, if so, what languages?

8. (a) Will you agree to assume the existing 800 number with sufficient lines to handle the volume of calls from NMPSIA participants? (b) What volume of telephone calls do you handle on an average day? (c) Does your phone system have the capability to track and report length of time on hold, dropped calls, etc.? (d) Are phone calls documented? (e) Are calls tape-recorded? If so, describe the method for retrieval of a specific call.

9. What is the background of the personnel who would be assigned to interface and assist with training school benefits personnel with regard to NMPSIA enrollment rules and online enrollment?

10. (a) Currently, bills are available on the TPA's website on the 1<sup>st</sup> of the month. Do you foresee any problem in having bills available for download on the 1<sup>st</sup> *business* day of the month? (b) Are the bills generated automatically from your live enrollment/eligibility records? (c) What formats are available for the bills (current on CSV, Excel, and PDF)?

11. Review and confirm your acceptance of the Performance Standards.

12. Please include as part of your proposal a **detailed** description of the transition process and anticipated timeline for taking over a new account. Include information regarding coordination with carriers, enrollment and transfer of eligibility data.

13. Describe your follow up or pend system (automatic versus manual; applicability to which functions, etc.). Do you currently mail incomplete enrollment notices when enrollment requests are lacking documentation?

14. (a) What internal audit processes are in place? (b) Please submit examples of your audit checklist (c) What have been the results? (d) What other quality control measures are in place and what changes have occurred due to the findings?

15. Describe the initial training and continuing education you provide for your employees.

16. (a) What is your Web site address? (b) Discuss your Web strategies and plans to utilize in the administration of NMPSIA's account. (c) What types of security do you have with regard to your website and transfer of data?

17. (a) Outline your experience in electronic enrollment by members. (b) If eligibility documentation is required, explain how you handle this with electronic enrollment. (c) Is your system capable of being programmed with variances from group to group (i.e., part-time employee resolutions, domestic partner offerings, number of hours required in order to meet eligibility requirements)? (d) Is your system capable of being programmed with NMPSIA rules of enrollment to recognize receipt of all required information?

18. Please provide a summary of your HIPAA privacy and security compliance. Are you willing to sign a Business Associates Agreement with NMPSIA?
19. Please describe the requirements on the user/client site to access your site (i.e., levels of passwords required for users to log onto the site). Do you offer an authentication feature for access?
20. (a) Describe your online enrollment system, including screenshots. Is there a dashboard for the schools to review pending enrollments and documents for their approval? (b) Is there a leave of absence (LOA) reporting tool that allows for updates and tracking of the length of time an employee is on LOA? (c) Does your system allow premium to be suspended for certain lines of coverage on LOA or waiver of Life or LTD premiums?
21. Provide details on your encrypted email capabilities and any software used for this purpose.
22. Does your online system allow feedback/communication between NMPSIA and TPA? Between NMPSIA and carriers? Between participating entities and TPA?
23. (a) Is your system capable of automatically applying the basic life insurance effected (the first of the month following date of hire) and retroactively when enrollment is not reported by the required effective date? (b) Is your system capable of applying an effective date for each line of coverage? (c) Is it capable of future termination dates and future effective dates (in some cases, months in advance)? (d) Can it activate more than one employee record for an employee who works at more than one participating entity or for a retired employee who returns to work but wants to maintain his Retiree Life as a self-pay?

### **Desirable Specifications: Company Financial Status and Background**

1. Provide a brief history of your organization and include current subsidiaries and/or affiliated companies.
2. (a) How many clients do you provide premium and eligibility services for? (b) What size are these clients? (c) How many are located in New Mexico? (d) Please provide two active and one terminated client reference.
3. What professional organizations does your company belong to?
4. (a) Who will be the company's primary liaison with NMPSIA? (b) Who are the next two people in the chain of command who would be responsible for NMPSIA's account? (c) Provide resumes or an outline of the experience and qualifications of each of these people. Be specific about the length of time each has worked in the group insurance administration field.
6. Are there any outstanding legal actions pending against your organization? If yes, please explain the nature and current status of the action to the extent possible.

7. (a) What are the limits of your E&O and Fidelity bond policies? (b) Who underwrites them?
8. Do you hold a NM TPA license?
9. Indicate your overall staff turnover rate for the past 12 months. (Please answer both (a) and (b)
  - (a) All staff:
  - (b) Account Management staff only:
10. What resources would you draw on in the event of prolonged staff vacancies? Describe your transition plan should there be a departure of staff serving The Authority.
11. What distinguishes you from your competitors?

### **Desirable Specifications: Reporting**

1. Submit example Financial Statements (Balance Sheets, Statements of Revenue and Expenditures, Statements of Cash Flows, Pre-payment Schedules,) for Benefits and Risk, What are the qualifications of all financial positions that will be servicing the Authority?
2. From time to time, NMPSIA requires eligibility reporting, such as census of employees by line of coverage, medical census by zip code of employee, listing by employee social security number of those active during a specified time period.
  - (a) What is your turnaround time on reports?
  - (b) What costs would be associated with these reports?
3. Please provide samples of standard reports as well as samples of ad hoc reports you currently produce.
4. What informational reports are available via on-line access?

## **D. BUSINESS SPECIFICATIONS**

### **1. Financial Stability**

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror. Failure to respond with supporting documentation will result in Offerors disqualification.

## 2. Performance Surety Bond

If required, Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Authority to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Authority at time of contract award. **A Statement of Concurrence, as defined in Section I.F.37., must be submitted in the Offeror's proposal.**

## 3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.** Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

## 4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

## 5. Oral Presentation

Finalists will be required to participate in oral presentations. Finalist Offeror(s) will be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications.

## 6. Cost

Offerors must complete the Cost Response Form in APPENDIX D.

## 7. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.



## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

| <b>Evaluation Factors</b><br><i>(Correspond to Sections IV.B and IV.C)</i>              | <b>Points Available</b> |
|---|-------------------------|
| <b>B. Technical Specifications</b>  |                         |
| B. 1. Organizational Experience   | 150                     |
| B. 2. Organizational References   | 60                      |
| B. 3. Desirable Specification   | 290                     |
| <b>C. Business Specifications</b>   |                         |
| C.1. Financial Stability  | Pass/Fail               |
| C.2. Performance Surety Bond  | Pass/Fail               |
| C.3. Letter Of Transmittal  | Pass/Fail               |
| C.4. Campaign Contribution Disclosure Form  | Pass/Fail               |
| C. 5. Oral Presentations  | 200                     |
| C.6. Cost   | 300                     |
| <b>TOTAL POINTS AVAILABLE</b>   | <b>1,000</b>            |
| C.7. New Mexico / Native American Resident Preference                                   | <b>80</b>               |
| C.7. New Mexico / Native American Resident Veteran Preference Points per Section IV C.7 | <b>100</b>              |

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

#### 1. B.1 Organizational Experience (150 points) (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section.

Section a) may be given a maximum of 37.5 points based on the following:

provide a detailed description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise, and knowledge as a provider of enrollment and eligibility processing, premium billing and premium collection, website maintenance, and financial statement services. All services provided to private sector will also be considered.

Section b) may be given a maximum of 37.5 points based on the following:

Indicate how many TPA clients have been installed in the last two years and what percentage of business revenue is derived from public sector engagements.

Section c) may be given a maximum of 37.5 points based on the following:

Provide a detailed resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as personnel that will be working on the NMPSIA account. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses, and experience.

Section d) may be given a maximum of 37.5 points based on the following:

Describe at least two project successes and failures of a TPA engagement. Include how each experience improved the Offeror's services.

## **2. B.2 Organizational References (60 points) (See Table 1)**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F).

Each reference can receive up to 20 points. Lack of a response will receive zero (0) points.

Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Authority reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

## **3. B.3 Desirable Specifications (290 points)**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

Administration can receive up to 100 points.

Company Financial Status and Background can receive up to 100 points.

Reporting can receive up to 90 points.

**4. C.1 Financial Stability (See Table 1)**

Pass/Fail no points assigned.

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

**Failure to respond with supporting documentation will result in Offerors disqualification.**

**5. C.2 Performance Bond (See Table 1)**

Pass/Fail no points assigned.

**6. C.3 Letter of Transmittal (See Table 1)**

Pass/Fail no points assigned.

**7. C.4 Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail no points assigned.

**Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

**8. C.5 Oral Presentation (200 points) (See Table 1)**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Authority will provide the Offeror a presentation agenda.

**9. C.6 Cost (See Table 1)**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost (total of all 4 years, excluding NMGRT)  
----- X Available Award Points (300)  
Each Offeror's Cost (total of all 4 years, excluding NMGRT)

### 10. C.7. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. **New Mexico Resident Business Preference / Native American Resident Preference**

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. **New Mexico/Native American Resident Veteran Preference**

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

## C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

**APPENDIX A**  
**REQUEST FOR PROPOSAL**  
**THIRD PARTY ADMINISTRATOR SERVICES**  
**RFP#342-2024-03**  
**ACKNOWLEDGEMENT OF RECEIPT FORM**

This Acknowledgement of Receipt Form must be signed and submitted no later than 3:00 pm MST/MDT on December 12, 2023. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued. This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative will not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**  
To: Maria Lugo, Procurement Manager  
E-mail: [NMPSIA.Procurement@PSIA.NM.gov](mailto:NMPSIA.Procurement@PSIA.NM.gov)  
Subject Line: **THIRD PARTY ADMINISTRATOR SERVICES**  
**RFP# 342-2024-03**

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section will disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official will make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor will not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property will indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority

to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_



(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

\_\_\_\_\_  
Name of Company

**APPENDIX C**  
**DRAFT CONTRACT**

STATE OF NEW MEXICO

**NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY**

PROFESSIONAL SERVICES CONTRACT # \_\_\_\_\_

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 **NAME OF CONTRACTOR**, 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.**

The Authority allows participating employers to choose how to enroll employees either via customized paper enrollment forms or the Authority Online Benefits System. The benefits enrollment process is handled by the Contractor in the same manner regardless of the method used to enroll:

- The employer enrolls the benefits-eligible employee in Basic life as mandated by the Group Life Policy.
- The employer offers other lines of benefit coverage and the method to enroll the benefit’s eligible employee.
- The employee applies for coverage.
- The employer verifies and certifies the information and enrollment requested.
- The Contractor will vet each request applying all Authority, NM State and Federal rules and applicable laws, carrier Group Policy, and amendments.
- If any part of the request is rejected, the request will be sent back to the employer for completion, and the employee will be notified via an incomplete enrollment notice.
- If the request is approved, it will be processed and/or released to the enrollment database, and the employee will be notified via a confirmation of enrollment notice.
- All employee and employer online transactions will maintain an electronic transaction log.
- All Contractor transaction processing will maintain an electronic processing log.

All documents will be imaged and placed in the employee electronic enrollment record and made available for viewing by authorized personnel.

Authority Eligibility Rules, Authority Group Plans, and direction from the Authority is required. The following areas of the rules, plan, and administrative process is to be provided by the Contractor:

1. The contractor must dedicate a minimum number of employees primarily assigned to the Authority administration that includes Scope of Work items 2-38 for Benefits and 1-6 for Risk:

|   |
|---|
| 1 Account Manager                           |
| 1 Web Developer                             |
| 1 Technology Officer                        |
| 1 Instructional Designer                    |
| 1 Accountant                                |
| 1 Accountant Assistant                      |
| 1 Account Representative/8,000 Lives        |
| Other positions to be defined by Contractor |

**2. Employee Eligibility and Enrollment Administration**

- a. New Hire Enrollment – Basic Life: Verify employee not currently enrolled, employer to employer transfer or return to work retiree; Confirm highest Basic life benefit options; Examine for SSN/ITIN or alternate identification number requirement; Follow up with SSN merge if applicable; Assign an internal alternate identification number; Apply rules for Basic life enrollment and effective dates; Verify employer timely enrollment or if retroactive enrollment required for Basic life; Create and send Confirmation of Enrollment notice and Employee Online access notice.
- b. New Hire Enrollment – Other lines of coverage: Confirm timely enrollment by employee and employer; Verify if the applicant is benefit’s eligible employee (based on employer local board policies for minimum hours worked per week or if variable hour employee (for variable hour employee, review for job title and offer of medical only coverage); Confirm if the employer has an Authority Board approved Part-Time Employee Resolution if the employee works 15 hours per week, but less than 20 hours per week; Confirm if the employer has an Authority Board approved Domestic Partner Resolution (if applicable); Review for an employer to employer transfer: Confirm richer benefits and accommodate enrollment between employers; Examine for completeness and elections for only benefits offered at the employer; Record and track information for declining medical coverage; Record if an employee provides an email address and requests to receive benefits communications via email. Once enrolled: Create and send Confirmation of Enrollment notice and/or Incomplete Enrollment notice as applicable, for any medical, dental, or vision enrollment via U.S. mail, a Consolidated Omnibus Budget Reconciliation Act (COBRA) Initial Notice, Privacy Notice, and COBRA Qualified Beneficiary (QB) Notice.
- c. Additional administration for some employers will require collection, verification, and assignment of a policy code for Medicare Parts A and B enrollment.

**3. Dependent Eligibility and Enrollment Administration**

- a. Verify dependents are not currently enrolled under their own or other employee enrollment; Examine for completeness and elections for only benefits offered at the

- employer; Verify the dependent is of an eligible dependent class; Verify all required dependent information is provided; Inspect for SSN/ITIN requirement and administer accordingly; Confirm verification of dependency to the employee is provided timely (supportive documents must be valid and verifiable for proof of marriage, domestic partnership affidavit (if offered by the employer), proof of child's birth, domestic partner's child's birth, adoption, placement, legal guardianship, foster home placement and licensure, or Qualified Medical Child Support Order); Review request to confirm if any dependents are being excluded from any line of benefits coverage and if verifiable proof that other coverage exists is received timely; Assign appropriate effective dates as information is received and/or decline dependent enrollment; Dependent children are automatically cancelled from coverage on the last day of the month of their 26th birthday.
- b. Confirm dependents are not ex-spouses, common law relationships not recognized in New Mexico, in active military service, or the employee is not the dependent child's legal guardian.
  - c. Once enrolled: Create and send Confirmation of Enrollment notice and/or Incomplete Enrollment notice as applicable, for any medical, dental, or vision enrollment, send COBRA Initial Notice, Privacy Notice, and COBRA QB Notice.

**4. School Board, Charter Governing Council Member, Higher Education Regent Member Eligibility and Enrollment Administration**

- a. Verify enrollee is a member from an Authority participating public school, charter school governing council, or higher education regent; Confirm member and/or dependents are not currently enrolled in an Authority plan; Verify benefits offered at the participating employer, including Basic life benefit level for any Additional Life enrollment if offered at the participating employer; Examine for SSN/ITIN or alternate identification number requirement – follow up with SSN merge if applicable; Assign an internal alternate identification number; Examine for completeness and elections for only benefits offered at the employer; Apply rules for enrollment and effective dates; Verify member timely enrollment; Member coverage is automatically expired on the last day of the month the member term expires; This type of enrollee is maintained as a self-pay participant.

For any dependent enrollment: Confirm verification of dependency to the member is provided timely (supportive documents must be valid and verifiable for proof of marriage, domestic partnership affidavit (if offered by the employer), proof of child's birth, domestic partner's child's birth, adoption, placement, legal guardianship, foster home placement and licensure, or Qualified Medical Child Support Order);

- b. Review request to confirm if any dependents are being excluded from any line of benefits coverage and if verifiable proof that other coverage exists is received timely; Assign appropriate effective dates as information is received and/or decline dependent enrollment.

- c. Confirm dependents are not ex-spouses, common law relationships not recognized in New Mexico, in active military service or the board member is not the dependent child's legal guardian.
- d. Verify first month's premium is received with initial enrollment. If payment is not received with enrollment, request payment and confirm payment arrived within 31 days of eligibility. Once enrolled: Create and send Confirmation of Enrollment notice and/or Incomplete Enrollment notice as applicable for any medical, dental, or vision enrollment send COBRA Initial Notice, Privacy Notice, and COBRA QB Notice; Provide future payment options of coupon book, 6-month invoice, 12-month invoice to be paid with a check or bank draft.

**5. Retiree Life Continuation Eligibility and Enrollment Administration**

- a. Verify enrollee is a retiree from an Authority participating employer; verify the retiree is under the limiting age of 65 (or age 70 for retirees from Clovis, Dora, or Portales School District); confirm retiree is enrolled in Additional Life insurance on the last day of coverage as an active employee; Verify retiree and/or dependents are not currently enrolled in another Authority Additional Life plan; Validate retiree is not on a life waiver of premium due to total disability; Examine enrollment request for completeness and election is for up to the Additional Life benefit amounts lost at point of retirement (without going over the Guarantee Issue amount for retirees under the life Group Policy); Apply rules for enrollment and effective dates based on the date the retiree lost active Additional life coverage; Verify retiree timely enrollment; Based on which employer the retirement is from, apply certification codes and add future termination date for life continuation up to age 65 or age 70 as applicable. This type of enrollee is maintained as a self-pay participant.
- b. Verify first month's premium is received with initial enrollment; If payment is not received with enrollment, request payment and confirm payment arrived within 31 days of eligibility; Once enrolled: Create and send Confirmation of Enrollment notice; Provide future payment options of coupon book, 6-month invoice, 12-month invoice to be paid by check or bank draft.

**6. COBRA Benefits Continuation Eligibility and Enrollment Administration**

- a. Once the employer has reported a reduction in hours (ineligibility for medical, dental, and/or vision benefits), termination, resignation or retirement of employment or termination for Gross Misconduct as defined in the employer's local board policies, the applicable Cancellation of Enrollment notice and applicable COBRA Qualifying Event (QE) notice, COBRA Enrollment Form, COBRA Rate schedule and COBRA QB Notice are sent via U.S. mail to the Qualified Beneficiary no later than the next business day from the day the employer notification is processed.
- b. Monitor 60-day COBRA application deadlines and 45 days to pay a premium for COBRA enrollment as defined by federal law. Confirm the initial premium payment

received covers the timeframe from the day after the last day of active coverage through the current month's due date.

- c. Verify COBRA enrollee is a COBRA Qualified Beneficiary losing medical, dental, or vision coverage from an Authority participating employer; Confirm Qualified Beneficiary is enrolled in medical, dental and/or vision on the last day of coverage of active enrollment; Verify Qualified Beneficiary and/or Qualified Beneficiary dependents are not currently enrolled in an Authority medical, dental and/or vision plan; Examine enrollment request for completeness and election is for applicable coverage lost; Check for any applicant's Medicare Entitlement prior to enrollment (monitor Medicare Entitlement after COBRA enrollment); Apply rules for COBRA enrollment and effective dates based on the date the Qualified Beneficiary lost active applicable coverage; Verify COBRA Qualified Beneficiary timely enrollment; Based on qualifying event of the Qualified Beneficiary, apply the proper certification codes (18-month or 36-month) that will determine the length of COBRA continuation and add future expiration date as applicable. Monitor the COBRA enrollment for any applicable secondary COBRA events.
- d. Collect appropriate documentation and document any 11-month disability extension for COBRA continuing coverage, including adding the future expiration date as applicable.
- e. Once enrolled: Create and send Confirmation of Enrollment notice; Provide future payment options of the coupon book, 6-month invoice, 12-month invoice to be paid by check or bank draft. This type of enrollee is maintained as a self-pay participant.

## **7. Grandfathered Board Member Eligibility and Enrollment Administration**

The Authority has a small number of grandfathered board member enrollments eligible for Authority benefits (except for Long Term Disability). Monitoring of participants and dependents enrolled in a medical plan, reaching age 65 and Medicare Entitlement occurs monthly. If a participant or dependent becomes Medicare Entitled, the Contractor collects proof of Medicare Part A and B enrollment to update the medical premium based on the tier of coverage. Enrollment will not expire unless the participant elects to terminate coverage or the death of the participant. This type of enrollee is maintained as a self-pay participant.

## **8. Authority Participating Employer to Authority Participating Employer or Employee to Employee Transfer of Benefits**

- a. Confirm the last day of coverage reported by the employer; Check Basic Life benefit amounts between employers and any coverage not offered at the new employer; Coordinate the better Basic Life benefit amount (if applicable) effective date and any premium refund to the employer with the expired coverage; Enroll employee at a new employer to any new benefits available, respectively; Verify there is no duplicate coverage enrollment.

- b. Confirm employee-to-employee transfer at same employer or separate participating employers; Verify there is no duplicate coverage enrollment and added coverage requested (if any); review distinct enrollment for each employee (Basic Life, Long Term Disability, Additional Life); Coordinate with the employer or between employers to avoid any gaps in coverage, where one line of coverage ends under one employee and effective with the other employee (provided if the local school is willing to accommodate the employee).

**9. Return to Work Retiree Eligibility and Enrollment Administration**

- a. Check for any medical coverage enrollment requests; Advise employers that employees should contact the New Mexico Retiree Health Care Authority (NMRHCA) for guidance about the NMRHCA rule requirements to enroll in an active employer's group medical plan to determine benefits to be canceled at the NMRHCA and enrolled with the Authority; Recommend the advantages for a return to work retiree eligible for benefits, to enroll in the Authority plans offered at the employer (employer pays a portion of any medical, dental or vision coverage, availability of long term disability coverage or additional life at active employee rates, a free Basic life plan.) The Authority does not refuse enrollments for return-to-work retirees who enrolled timely.

**10. Qualifying Event (QE) and Change of Status Request Eligibility and Enrollment Administration**

- a. Once the employee and dependents are enrolled in an Authority benefit any qualifying event or change must be administered timely and accordingly on the proper forms or online and with proper supportive documentation to add, change or end Authority coverage and/or add, change, end eligibility for dependents for the following events:
  - 1. Birth: Confirm tier of employee coverage (if family tier, newborn enrolled on date of birth for eligibility; If newborn creates a tier change enrollment must be timely; Check receipt of valid/verifiable proof of dependency to the employee and coverage is effective either on date of birth or 1st of the month following supportive documents are received within 61 days from the tier change effective date); Confirm newborn has not been enrolled under another Authority plan.
  - 2. Death of Employee or Dependent: Verify proof of death is received timely. Coverage will be canceled effective on the last day of the month of the death, regardless of how soon the Contractor receives notification. In the event the death has caused a loss of coverage for an eligible employee and/or dependent, loss of coverage administration will be followed.



3. Marriage or Domestic Partnership (DP) established (if offered at the employer): Verify proof of marriage or DP Affidavit received timely; Confirm spouse/domestic partner and/or children of the domestic partner have not been enrolled under another Authority plan.
4. Adoption, Placement, Legal Guardianship, Foster child placement: Verify proof of evidence of placement, court order or decree, valid licensure is received timely. Confirm child has not been enrolled under another Authority plan.
5. Incapacity of an Enrolled Child: Verify enrollment of the child is current and the child has not reached the maximum age of 26; Confirm the required incapacitated dependent certification carrier forms along with any diagnosis and prognosis to continue coverage are collected and forwarded to the medical carrier and life insurance carrier (if the child is enrolled in dependent life insurance coverage). Employees may determine to send documents with diagnosis and prognosis directly to the insurance carriers; Supportive documents must be verifiable. Confirm child is not enrolled under another Authority plan. In cases where the child is enrolled only in dental and/or vision, forms and documentation are forwarded to the Authority Directors for a decision. No lapse in coverage and premium for the child when the decision by the carrier approves the certification.
6. Divorce, Termination of Domestic Partnership or Annulment: Confirm divorce is final or termination of domestic partnership is received before removing an ex-spouse or ex-partner/stepchildren or domestic partner's children. Once final documents are received, ineligible dependents are canceled on the last day of the month the divorce or termination of the domestic partnership was finalized (certain pages of the divorce decree are required to validate proof of final divorce). In the event the divorce or termination of a domestic partnership has caused a loss of coverage for an eligible employee and/or dependent, involuntary loss of coverage administration will be followed.
7. Involuntary Loss of Coverage (includes involuntary loss of group or individual medical, dental, vision, exhaustion of COBRA, etc.): Confirm loss was involuntary to the employee or dependent. Check for valid proof of involuntary loss indicating who lost the coverage, what coverage was lost, why the coverage was lost, and the last date of coverage (this information must be verifiable). Confirm eligible employee or dependent is not enrolled under another Authority plan.
8. Promotion to a new job classification with any salary increase: Confirm employees and/or dependents are not currently enrolled in

any Authority plan. Verify a valid QE to add new coverage and/or new dependents. Confirm any salary increase and new job classification QE certified listed on the change card by the employer. The Authority has the option to request additional documentation as needed to support the Authority rules of enrollment.

9. Part-time to Full-time with a salary increase: Confirm employee and/or dependents are not currently enrolled in any Authority plan. Verify a valid QE to add new coverage and/or new dependents. Confirm any salary increase and move from part-time to full-time based on the employer's certification listed on the change card. The Authority has the option to request additional documentation as needed to support the Authority rules of enrollment.
10. Special Enrollment Event (medical only; state and federal mandate): Establish valid "Special Enrollment Event" (any eligible family member suffers an involuntary loss of coverage due to divorce, termination of domestic partnership, death, termination of employment, reduction in hours, legal separation, termination of employer contributions or COBRA continuation coverage has been exhausted, marriage or acquired a domestic partner (if offered by the employer), birth, adoption or placement of a child, loss of Medicaid or CHIP (enrollment timelines apply). Confirm any employee and/or dependent current enrollment in any Authority plan; Examine requests for medical-only coverage to add, switch plans or switch carriers, timely enrollment and proof of dependency.
11. Beneficiary Changes: Verify the employee made the request. Check the current beneficiary information on file. Review request for life coverages enrolled, primary and contingent designations, complete beneficiary data provided, for multiple designations percent of benefit disbursement equals 100%.
12. Basic information changes: Check current address, phone numbers, email address, name spelling for employee and dependent information on file and dependent relationship to the employee. Confirm the request and update new information. Verify any supportive documentation required for these changes, such as proof of name change.

**11. Late Reporting Qualifying Event Administration (Authority 6.50.10.12 Reporting Requirement Rule)**

Timely reporting is critical not only for enrollment but unenrollment of benefits and ineligible dependents. No retroactive termination dates are allowed. Delayed effective dates, delayed access or no access to benefits. Evidence of Insurability may be required for Long Term Disability or Additional Life. No premium refunds. Claim retraction and/or claim collection from employees. Qualified Beneficiary not eligible for COBRA.

- a. Late reporting divorce or termination of domestic partnership: Terminate eligibility on the last day of the month the divorce or termination of the domestic partnership was final; Confirm tier of coverage; If removing the ex-spouse or partner and/or step or partner children creates a tier change, tier change is effective 1st of the following month from the date the divorce or termination of the partnership was reported. Check medical, prescription, and dental claims for ineligible members and report any to the Authority. Confirm the elapsed time between the date the divorce or termination of the partnership was finalized to the date the QE was reported. If over 60 days, COBRA continuation will not be offered for any loss of medical, dental or vision coverage by the ineligible dependent.
- b. Late reporting ineligible dependent due to actively serving in the military or married and the employee no longer wishes to cover the married child: Terminate eligibility on the last day of the month the child entered the military or got married. Confirm tier of coverage. If removing the ineligible child creates a tier change, tier change is effective 1st of the following month from the date the QE for the child was reported. Check medical, prescription, and dental claims for ineligible members and report any to the Authority. Confirm the elapsed time between the date the child became ineligible to the date the QE was reported. If over 60 days, COBRA continuation will not be offered for any loss of medical, dental or vision coverage by the ineligible dependent.

## **12. Enrollment and Eligibility Exception Administration (Granted only by the Authority)**

In the course of benefits enrollment administration by the Authority participating employers for their employees, situations may arise that require a review of rules and administrative practices or legal opinions outside of the scope of the Contractor and directed to the Authority.

- a. A request outside of the Authority rules may be made by an employee or Authority participating employer. The Contractor will direct these requests to be made in writing to the Authority.
- b. Once the Authority has reviewed the request and is able to provide an exception, the Contractor will be notified of next steps to include, but not limited to:
  - i. Confirm the enrollment request was received and clarify any variations with the Authority;

- ii. Review the request for completeness; Collect any supportive documentation required;
- iii. Process the transaction;
- iv. Request manual eligibility for medical, dental, vision or prescription drug coverage (if needed) with each respective carrier and confirm response;
- v. Confirm all has been completed as requested back to the Authority and the employer/employee.

**13. Amendments to Carrier Contracts that affect Eligibility and Enrollment (Group Policy amendments for Vision, Long Term Disability, Basic and Additional Life)**

On occasion it is discovered that carrier policies do not match or follow the Authority Rules and Regulations or updated state and federal laws, therefore, amendments to the policies are required. When these amendments affect current enrollment and/or eligibility the Contractor is asked to confirm any employee or dependent that may be affected by the change. A list of individuals is provided to the Authority for review. When needed, an exception amendment is created to honor enrollment and/or eligibility for the affected members. The Contractor will create and add a policy code and note the employee electronic file to document this exception for all affected members. Some amendments may require retroactive enrollment and/or adjustments to premium.

**14. Administrative Process to Handle Enrollments for Foreign Teachers Enrolling in Authority Coverage**

Benefits Enrollment for Employees and Families without a Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) Process:

Authority participating employers who hire employees from other countries outside the US are required, by the IRS, to provide an SSN or ITIN for all members (over age 16) being enrolled into health benefits. These employees and their families will not have immediate access to acquire an SSN or ITIN for benefits enrollment. For these cases, the Authority's administrative process is as follows:

- a. The employee will **provide a copy of a passport or visa for each person** being enrolled in Authority benefits along with proof of dependency (marriage certificate for spouse and birth certificate for children).
  - 1. The family member needing to meet this requirement may apply for an ITIN via the W-7 form as it is the employee's responsibility to meet the requirements of benefits enrollment in the U.S. If this option is selected, it is the employee's responsibility to report this ITIN number immediately upon receipt to their employer's Benefits Office and forwarded to the Authority's Contractor. *The Authority is not responsible for any repercussions that the employer or employee may experience with ACA reporting and it is recommended that the*

*employer work with the employee to complete this form to avoid any potential penalties.*

- b. **The Authority's Contractor will assign an alternate temporary ID number to populate the SSN field in the enrollment system until each, required, enrolled person has secured the proper SSN or ITIN and enroll to benefits following Authority Rules and Regulations.**

Receipt of the ITIN or SSN can take up to a minimum of eight weeks and possibly not take place until after annual income tax reporting for the employee.

For these members, instead of the Authority 61-day requirement to provide supportive documentation, the Authority will allow an extended timeframe for these dependents. The process for follow-up by the Authority Contractor is as follows:

1. The enrollment record for each member enrolled with an **alternate temporary ID number** will be flagged for follow-up for the SSN or ITIN **after the next income tax filing year or after April 15 of each year.**
2. At this time the Authority Contractor will send out an Incomplete Enrollment notice requesting the SSN or ITIN, each week, for the next 60 days.
  - i. If at the end of the 60-day notification period the SSN or ITIN have not been received, the Authority Contractor will refer these cases back to the Authority for guidance on how to proceed.

## **15. Employees on an Approved Leave of Absence Eligibility and Enrollment Administration**

Employees of the Authority participating employers may request an approved leave of absence from employment. For the purpose to continue enrollment in the Authority coverage, the employer will determine if the employee is wanting to remain on active status coverage for up to no longer than 12 consecutive months from the date of the leave of absence.

Once an employer has reported an employee on an approved leave of absence, the Contractor is required to apply policy codes to record the employee type as "LOA" for leave of absence; Record the effective date of the approved leave; Record any expected return to work dates; and/or expire the leave of absence status on the last day of the month the leave of absence has been in place for 12 months.

- a. Monitor any changes in return to work dates; Verify any enrollment continued or cancelled; If enrollment is cancelled, notify the employee and employer that the employee has 31 days from their return to work date to request, in writing, to add any coverage that was cancelled during the leave of absence. If coverage is cancelled for non-payment by the employer, COBRA will not be offered to any COBRA Qualified

Beneficiary; If the employer requires all benefits to stop during an approved leave of absence, COBRA will be offered for any medical, dental, vision enrollment.

- b. If the approved leave of absence is for the employee's own health reasons and the employee continues any Basic life, Long Term Disability and/or Additional life coverage and receives a benefit under these policies, the Contractor will monitor and apply any benefit approvals and/or waivers of premium accordingly.
- c. Thirty (30) days prior to the expected employee's return to work date or prior to expiration of the 12-month extension provided under the approved leave of absence, the Contractor will conduct an outreach to the employer to confirm if the employee is expected to return to work or the 12-month extension will expire; enrollment will be processed accordingly.

## **16. Over Age Dependents Eligibility and Enrollment Administration**

Upon initial enrollment a dependent child is expired on the last day of the month the child will reach age 26. Enrollment is monitored on an ongoing basis.

- a. Dependents reaching the age of 26 are reviewed two months prior to their birth month; A notice, advising the employee that their child is reaching the maximum age and coverage will be ending on the last day of the month of the child's 26th birthday along with a verification form, is sent out to the employee; The verification form is to be completed by the employee and returned to their employer for submission to the Contractor only if the employee wishes to continue coverage for that dependent due to the child's incapacity.
- b. If the child verification form is returned to the Contractor, enrollment is confirmed for medical, dental, vision, and life coverage. For medical and life coverage, a medical certification form is sent to the employee for completion by the child's physician. The form will be returned to the Contractor for processing with the medical and life carrier. The request is held until the carrier receives a determination. If a determination is not received by the last day of coverage for the child, the Contractor will contact the Authority for approval to extend eligibility for one more month. If the determination by the carrier is declined, coverage will end for that child. If there is an approval, the decision is reviewed for temporary or permanent certification by the carrier. An approval by the medical plan will extend to any dental and vision plan enrollment. If approved, there cannot be a lapse in coverage and premium for the dependent once the carrier approves the certification.
- c. If enrollment for the child is dental or vision only, a letter from the child's physician with diagnosis and prognosis is requested and must be received timely for determination by the Authority for any benefit continuation on a permanent or temporary basis.

- d. Approvals of the incapacity status of the child will be reflected in the child's expiration date for the temporary certification or permanent certification based on continued enrollment of the employee. Special policy codes will be added to the dependent to track the continued status of the child. A Confirmation Notice of the decision to extend coverage beyond the child's 26th birthday will be sent to the employee and employer.
- e. The Contractor tracks incapacitated children in the system to ensure notices are provided timely.

**17. Long Term Disability (LTD) and Life Benefit Eligibility and Enrollment Administration**

The Group Policy for LTD and life benefits have the following provisions that require detailed administration for each component (and are subject to revision between the Authority and the carrier for LTD and life benefits):

- a. Carrier Benefit Notification Process: On a preapproved format, via email, the carrier will provide information regarding an approved, denied, or general information regarding the status of a claim. Monthly claim status reports are provided for review and audit by the Contractor. Online access to the carrier claim reporting system is also available for verification of the claim decisions. The Contractor reviews the information provided and applies Group Policy rules.
- b. Evidence of Insurability for LTD, Employee Life, and Spouse Life: The Contractor will receive a Change Card request and confirm current eligibility and enrollment. If applicable, the Contractor will add this request to the next weekly file to the carrier. A policy code will be added for each coverage requested to pend the request until a decision is made by the carrier. On a bi-weekly basis the carrier will send a decision file electronically to a secure FTP site. The file is reviewed, and decisions are recorded in the employee enrollment record. If a decision is received and a Change Card for the request has not been provided by the employer/employee, the decision will not be recorded until the proper forms have been received to prove application. For approvals, enrollment is processed for the first of the month following the approval date, that may create an adjustment on the employer invoice. A Confirmation Notice is provided to the employee and employer regarding the decision.
- c. Basic Life Specified Disease Benefit: The carrier will notify of the decision. Approvals and reduction of benefit does not affect enrollment or premium billing. A policy code for the approval is added to the employee record. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer.
- d. Basic Life Accelerated Benefit: The carrier will notify of the decision. Approvals and reduction of benefit does not affect enrollment or premium billing. A policy code

for the approval is added to the employee record. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer.

- e. Basic Life Waiver of Premium (LWOP): The carrier will notify of the decision. Approvals are reviewed for expiration date or open-ended decision as well as receipt of approval for less than 30 days, and there is no proration of premium. If the LWOP decision is for less than 30 days, a waiver of premium will not be applied. A policy code for the approval to waive premiums is added to the employee record. The effective date of the waiver is based on the date of the disability to waive premium on the first of the month following the date the employee became disabled. Billing adjustments are created to refund premium to the employer on the next monthly premium invoice. Verification of age is confirmed as LWOP for Basic Life is based on becoming disabled prior to age 60. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer. The ongoing status of the claim is monitored for the continuance of the LWOP or closure of the claim via monthly audits.
- f. Basic Life Death & Accidental Death & Dismemberment (AD&D) Benefit: The carrier will notify of the decision. The employee record will be noted. The carrier may request enrollment and/or beneficiary forms, verification of online beneficiary updates, and verification of premium payment.
- g. Additional Life Guarantee Issue (GI) Amount:
  - i. Active Employee: The GI benefit is 3X annual earnings not to exceed \$600,000. Amounts between \$500,000 and the GI require Evidence of Insurability; this is monitored at the point of enrollment or reported salary increase. The enrollment and billing system must accommodate these occurrences. Special policy codes are added to identify these employees.
  - ii. Retired Member: The GI is \$300,000; this is monitored at the point of retiree life continuation enrollment. The enrollment and billing system must accommodate these occurrences. Special policy codes are added to identify these retirees.
- h. Additional Life Employee Accelerated Benefit: The carrier will notify of the decision. Approvals and reduction of benefit does not affect enrollment or premium billing. A policy code for approval is added to the employee record. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer.
- i. Additional Life Dependent Accelerated Benefit: The carrier will notify of the decision. Approvals and reduction of benefit does not affect enrollment or premium billing. A policy code for approval is added to the employee record. The employee



record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer.

j. **Additional Life Waiver of Premium (LWOP):** The carrier will notify of the decision. Approvals are reviewed for expiration date or open-ended decision as well as receipt of approval for less than 30 days, there is no proration of premium. If the LWOP decision is for less than 30 days, a waiver of premium will not be applied. A policy code for the approval to waive premiums is added to the employee record. The effective date of the waiver is based on the date of the disability to waive the premium on the first of the month following the date the employee became disabled. Billing adjustments are created to refund the premium to the employer on the next monthly premium invoice. Verification of age is confirmed as LWOP for Additional Life is based on becoming disabled prior to age 60. LWOP is extended to any spouse or child life enrollment. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer. If the employee has left employment at the time of the approval, they are instructed to see their employer for a refund of the premium. The ongoing status of the claim is monitored for the continuance of the LWOP or closure of the claim via monthly audits.

k. **Additional Life Death & AD&D Benefit:**

i. **Active Employee:** The carrier will notify of the decision. The employee record will be noted. On occasion, the carrier will request additional enrollment and/or beneficiary forms, verification of online beneficiary updates, and verification of premium payment.

ii. **Retiree or Board Member:** The claim may be submitted by the employer or the Contractor and on occasion by the Authority who will complete the proof of death form and collect the Beneficiary Statement. Original enrollment forms, beneficiary designations and verification of premium payment are provided upon request. The carrier will notify of the decision. The employee record will be noted.

iii. **LWOP Member:** Some claims may be for prior Authority life carriers. The claim may be submitted by the Contractor and on occasion by the Authority who will complete the proof of death form and collect the Beneficiary Statement. Original enrollment forms, beneficiary designations and verification of premium payment are provided upon request. The carrier will notify of the decision. The employee record will be noted.

l. **LTD Maximum Monthly Benefit Amount**

The LTD policy stipulates a maximum monthly benefit amount of \$5,000. This provision requires the enrollment and billing system to accommodate benefit and premium calculations based on an annual salary not to exceed \$90,000.

- m. LTD Waiver of Premium: The carrier will notify of the decision. Approvals are reviewed for expiration date or open-ended decision as well as receipt of benefit for less than 30 days, there is no proration of premium. If the benefit decision is for less than 30 days a waiver of premium will not be applied. A policy code for the approval to waive premiums is added to the employee record. The effective date of the waiver is based on the approval date after the disability benefit waiting period (30, 60, 90 days) has been met to waive the premium on the first of the month following the date the employee was approved for the benefit. Billing adjustments are created to refund the premium to the employer on the next monthly premium invoice. If the employee is approved for an LTD benefit the claim is reviewed for LWOP on any life benefits in place. This LWOP review will be monitored for receipt of a decision. The employee record will be noted, and a Confirmation Notice of the decision will be provided to the employee and employer. If the employee has left employment at the time of the approval, they are instructed to see their employer for a refund of the premium. The ongoing status of the claim is monitored for the continuance of the LTD waiver of premium or closure of the claim via monthly audits.

**18. Reduction in Hours Worked Per Week, Termination of Employment and Voluntary Termination of Benefits and/or Dependents - Eligibility and Enrollment Administration**

- a. Reduction in hours worked per week: Employers must notify the Contractor of an employee experiencing a reduction in hours worked per week that makes the employee ineligible for other lines of benefit coverage enrolled in (medical, dental, vision, LTD, Additional life): Confirm new hours worked per week to determine if Basic Life will continue; the Contractor will expire coverage based on the last day of coverage determined by the employer; Follow COBRA QE process for any medical, dental, vision coverage lost; Create and send Cancellation of Enrollment Notice advising of life continuation resources for any life coverage lost.
- b. Termination of employment: Employers must notify the Contractor of an employee experiencing a termination of employment and provide the proper reason of termination (resignation, retirement, separation of employment) that will drive the notification process; the Contractor will expire coverage based on the last day of coverage determined by the employer; Follow COBRA QE process for any medical, dental, vision coverage lost; Create and send Cancellation of Enrollment Notice advising of life continuation resources for any life coverage lost.
- c. Voluntary termination of benefits and/or dependents: Employers must notify the Contractor of an employee requesting to terminate a benefit and/or dependent. Apply rules for dropping any vision benefits (minimum enrollment applied to each person covered). Verify the remaining tier of coverage for the benefit/dependent being dropped for instances requiring proof of other coverage for minors. The Contractor will expire coverage based on the last day of coverage determined by the employer; Create and send Confirmation Notice.

**19. Fraud Monitoring - Eligibility and Enrollment Administration**

Once enrollment has occurred, ongoing monitoring of enrollment and changes must take place. On occasion, cases arise discovering violations of Authority , NM State and Federal rules, and applicable laws. Such cases are reported immediately to the Authority for review and final decision regarding continued enrollment for the participating employer, employee, and/or dependent. If the Authority deems the violation extreme and individuals are terminated from the plan indefinitely, the Contractor must document, add a policy code, track, and put safeguards in place for these individuals to avoid any future attempts of enrollment.

**20. Daily Monitoring, Monthly and Annual Processing - Eligibility and Enrollment Administration**

The Contractor system must accommodate ongoing validation and inspection of the information in the enrollment and eligibility database. This is handled via multiple edits and reports. Certain monthly and annual processes must take place for ongoing administration.

a. Daily Edit and Notice Monitoring (Include, but not limited to the following)

1. Edits

- i. Check dates of hire
- ii. Check the date of hire and Basic life effective date
- iii. Hours worked per week less than 15
- iv. Hours worked per week greater than 40
- v. Hours per week 15 or greater, but less than 20
- vi. Multiple hours worked
- vii. Salary out of range
- viii. Variable hour employee enrollment
- ix. Check Basic life enrollment
- x. Check expiration dates for dependent children
- xi. Check dependent relationship
- xii. Check the same name and date of birth
- xiii. Check the same gender
- xiv. Double coverage
- xv. Discrepancies between eligibility and family enrollment
- xvi. Discrepancies between eligibility and enrollment tier
- xvii. Duplicate enrollment
- xviii. Check effective and expire dates to enrollment and eligibility
- xix. Check duplicate policy codes
- xx. Check expiring policy codes
- xxi. Check additional life to spouse life enrollment
- xxii. Check dependent child life to eligible and all family members
- xxiii. Check beneficiary designations
- xxiv. Check waiver of premium

- xxv. Outstanding proof of birth
- xxvi. Outstanding proof of marriage
- xxvii. Outstanding SSN or ITIN
- xxviii. Outstanding proof documents
- xxix. Leave of absence status
- xxx. Fraud alert records
- xxxi. Out-of-state participants
- xxxii. Check county enrollment
- xxxiii. Returned or bad email address
- xxxiv. Spell check for daily notice language
- xxxv. Check for duplicate notes
- xxxvi. Document images missing in the electronic file
- xxxvii. Additional edits, as needed

## 2. Notices

- i. Confirmation of Enrollment
- ii. Incomplete Enrollment
- iii. Cancellation of Enrollment
- iv. COBRA Initial Enrollment
- v. COBRA Qualifying Event
- vi. New Employee and Spouse notice (includes privacy notice)
- vii. Employee Online Access
- viii. Additional notices, as needed

### b. Monthly Processing

- 1. Statistical transaction processing (paper and online)
- 2. Incapacitated dependent certification
- 3. Age reports
  - i. Dependents reach age 26
  - ii. Self-pay (Board member, COBRA member, Grandfathered Board Member, Retiree, etc.)
  - iii. Reaching age 65 or 70

### c. Annual Processing

#### 1. Switch Enrollment (fall)

- i. Enrollment period is set (allowing ample time to process and record changes) to allow an employee to submit a request to switch medical carriers and/or medical plans as well as switch dental carriers and/or switch dental plans.
- ii. Collection of enrollments is handled primarily via online enrollment and occasionally on paper and recorded for a January 1st effective date. This data is captured on a sample billing statement.

## 2. Open Enrollment (fall)

- i. Enrollment period is set (allowing ample time to process and record changes) to allow an employee to add medical, dental, or vision coverage and/or add dependents to medical, dental, and vision.
- ii. Collection of enrollments is handled primarily via online enrollment and occasionally on paper and recorded for a January 1st effective date. This data is captured on a sample billing statement.

## 3. Collection of base annual salary and hours worked per week (fall)

- i. The collection period (allowing time to process this data) is set to collect, from all participating employers, any updates/changes to annual salary data, hours worked per week and job title. The Contractor ensures to collect data from each participating employer.
- ii. The Contractor will create a file for each employer with each employee enrolled, current salary, current hours worked per week and current job title. This file is made available on the employer Online access for downloading and processing. The collection of this data is handled via online submission. Daily monitoring of receipt of the file, the data is valid, and processing for validation is required. If the file is incomplete in any way, the file is returned to the employer for completion. The validation process compares the current data to the new data for any discrepancies out of range salaries or hours worked per week. Any data requiring validation will be sent to the employer. Once validated, the file is ready to load in the database with an effective date of January 1st. The data is used to calculate any Long-Term Disability or Additional Life Insurance coverage premium. This data is captured on a sample billing statement.

## 4. Part-Time Resolution and Domestic Partner Coverage

- i. Participating employers are allowed the option to offer all benefits to employees who work at least 15 hours per week but less than 20 hours per week. This is an annual process requiring the participating employer to approve a local policy resolution to extend this offer to their employees. Once approved at the employer's local level, the request is sent to the Authority for approval by the Authority Board of Directors. It is important to complete this process prior to the beginning of the next participating employer's hiring cycle. The Contractor will remind participating employers in early spring to begin this process to make sure all approvals are made timely. Ongoing follow up will continue until all resolutions are received or the participating employer communicates in writing that they no

longer wish to pursue this option with the Authority. This approval for this option is recorded in the Contractor's database and the Authority Online Benefits System to accommodate enrollment processes.

- ii. Offering domestic partner coverage is at the discretion of the participating employer. The participating employer will approve a local policy resolution to extend this offer to their employees. Once approved at the employer's local level, the request is sent to the Authority for approval by the Authority Board of Directors. The Authority will establish an enrollment period for employees. The approval for this offering is recorded in the Contractor's database and the Authority Online Benefits System to accommodate enrollment processes.

#### 5. Affordable Care Act (ACA) Reporting

- i. Compliance with the ACA reporting requirements is the sole responsibility of the employer. The Authority maintains enrollment records for participating employers for only employees who elected to enroll for Authority benefits coverage. The Authority is able to provide some of the information needed for reporting. (Employers may have employees that the Authority is not aware of, so it is important for employers to use the eligibility data the Authority has on file, as well as any employment information in the employer's records.)
- ii. The Authority has approved the Contractor to provide a file of all enrollments for the calendar year for each participating employer in an approved format similar to data required to the employer (so the employer can prepare 1095B and 1095C forms as the employer responsibility). This enrollment data will include all lines of coverage for employee and dependent enrollment for the calendar year including any COBRA QB enrollment and any Board Member enrollment. The Contractor will make available a preliminary file in early December and the final file by early January.

### **21. Customer Service for all Authority Partners**

The Authority and Authority partners include but are not limited to the following: Authority staff; Authority Board and Committee members; NM Interagency Benefits Advisory Committee members; Authority associated Benefits carriers, consultants, legal counsel, etc.; Authority participating employer group benefits, payroll and associated staff, employees, self-pay participants and members.

The Contractor maintains Authority required, participating employer contact categories to include but not limited to: Main, Billing, Benefits, Leave of Absence (LOA), Risk

and Worker's Compensation contacts on an ongoing basis as provided by or solicited from the participating employers. Each contact will include the name, physical and mailing address, phone and fax number and email address. The Main contact is reserved for the designated official of the participating employer and must include their job title, for example, Superintendent, President, CFO, Director, Administrator, etc. There may be multiple contacts for Billing, Benefits, LOA, Risk and Worker's Compensation as the participating employer deems necessary. These contacts also drive participating employer access to the Authority Online Benefits System. The Benefits contact must be an employee of the participating employer to gain full access to the Authority Online Benefits System and other contacts will have limited access.

The Contractor must maintain a professional relationship with all Authority customers and partners to administer all aspects of the Authority program successfully. The expectation of customer services includes, but is not limited to the following:

- a. Ongoing outreach to the participating employers (via phone and/or email): To confirm receipt of complete enrollment requests; Clarify rules and administrative enrollment practices; Training; Site visits; Notifications; Contractor and Online system accommodations for: employer benefit offering matrix, alternate employee/employer premium contribution split as requested by the Authority for information as needed, alternate eligibility minimum enrollment requirements, premium calculator, access to enrollment database-customized for each employer, billing, ACA reporting data, employee notices, etc. The Contractor will maintain a bulk e-mailing software and service for ongoing outreach to Benefits and Risk participants that provides statistics to include but not limited to number of opens, number of contacts lost or blocked, and returned email.
- b. Handling employee and self-pay participant enrollment and eligibility inquiries.
- c. Outreach to associated benefits carriers for manual enrollment or enrollment verification.
- d. All phone conversations must be recorded for quality assurance and tracking.
  1. A toll-free number 800-233-3164 is kept by the Contractor.
  2. Telephone calls currently average 90 calls per day but can increase significantly during an enrollment period or change in the program.
  3. Inquiries relate to Authority Rules and Regulations, COBRA rights, enrollment, eligibility, carrier phone numbers, appeals process, associated entities (Educational Retirement Board or Retiree Health Care Authority), and employee benefits. Any benefits related questions must be directed to the Authority for handling. Phones are answered from 8:00 a.m. to 5:00 p.m. MST.
- e. Attendance at various meetings and trainings are required and include, but not limited to, Monthly Benefits Advisory Committee and Board Meetings, Annual Regional

Training, Authority Training and at the Public Education Department's Annual Spring Budget Workshop.

## **22. Monthly and Annual Billing**

The premiums billed to participating employers for benefits, self-pay participants and carrier/vendor fees are different, therefore multiple rate tables are required. It is required that all Benefits billing categories (by product and by carrier/vendor) are recorded and maintained separately for accounting and financial reporting purposes.

### **a. Participating Employer Benefits Enrollment Billing**

1. A consolidated list billing, including adjustments, is available via the employer access of the Online system for download by the employer on the 1<sup>st</sup> business day of each month.
  - i. Due to the various combinations of coverage available to employees, (medical without dental, dental and vision without medical, etc.) the entries on these billings total over 140,000 per month.
2. The list bill will include all data processing through 5 p.m. on the last business day of the month for all "complete" transactions.
3. Adjustments for the next month's bills are monitored on a weekly basis and on the last business day of the month for accuracy. Adjustments on the bill can occur retroactively for many years based on the enrollment transaction. Adjustments may include credit and debit adjustments for terminations, enrollments, tier changes, waivers of premium, and social security number merges.
4. The billing statement will include summary enrollment data by benefit, carrier, tier of coverage, employee count and premium. A special identifier is listed for an employee with LTD and any life insurance coverage on an approved waiver of premium.
5. The last page of the PDF format of the bill will include total month premium due including any accounts receivable balances, late penalties and not pay as billed penalties along with the Authority's Benefits bank account information. Calculation of penalties (governed by Authority Board Policies) are as follows:
  - i. Late payment of premium penalties is assessed at 1.5% of the grand total due amount for each month the payment is delinquent.
  - ii. If the participating entity fails to pay timely and/or not pay as billed (including overpayment or prepayments), assessment of a Not Pay as



Billed penalty of 1.5% on the total amount due with a minimum penalty of \$500, this penalty will double in each subsequent month the penalty is not paid.

- iii. Accounts receivable balances, late penalties and pays as billed penalties are tracked separately in the database; the Authority is notified of any penalty balances and if participating entities are eligible for an annual penalty waiver (based on a rolling 12-month cycle).
6. Benefit premium billing information is created in four options: PDF, Excel, CSV and modified Excel to accommodate some employer's bill reconciliation software.

#### **b. Individual Self-Pay Participant Billing**

1. Self-pay participants (COBRA, Retirees, Board Members, Grandfathered Board Members) average 400 monthly lives. Billing is generated based on the Authority fiscal year (July to June).
2. Based on the participants payment option election (coupon book, bank draft, 6-month invoice or 12-month invoice) the following applies:
  - i. Each June the Contractor will create annual billing for each payment option up to the end of the enrollee's scheduled participation; The packet will include a cover letter advising of the annual process, where to find access to the latest the Authority Program Guide, customized rate schedules, and their preferred method of payment information. Participants on coupon book and invoice are encouraged to move to bank draft.
  - ii. After the annual billing, as self-pay participant enrollment occurs during the year the appropriate payment option information will be created through the end of the current fiscal year and distributed to the participant.
  - iii. Adjustments for self-pay participants are monitored on a weekly basis and on the last business day of the month for accuracy. Adjustments to the method of payment can occur retroactively based on the enrollment transaction. Adjustments may include credit and debit adjustments for terminations, enrollments, tier changes, and waivers of premium.

### **23. Annual Participating Employer Benefits Enrollment Sample Billing**

The Authority participating employers pre-collect benefit's premiums from employees one month in advance of the premium due date. As an example, payroll deductions in September pay for October benefits coverage. The Authority requires a sample billing statement to be created and provided to all participating employers. This sample bill represents changes and updates for October 1st and January 1st of each year and is used only as an information tool.

1. The Authority makes changes to benefit premiums effective October 1st of each year. For most participating employers the beginning of the school year creates a high volume of employee enrollment and disenrollment in the month of August. The Contractor will use the enrollment data collected for the September bill to create the October Sample Bill that will include any new enrollments and changes along with the new benefit's premiums. The participating employer will use this October Sample Bill to assist with employee payroll deductions in the month of September to be prepared for premiums billed in October.
2. The January Sample Bill is created prior to the Thanksgiving Holiday. This sample bill will include any enrollment and changes to date, any Switch and Open enrollment requests that are effective on January 1st, updated base annual earnings that affect any LTD and Additional life premiums and the annual calculation of employee age on January 1st for determination of premium age bracket for Additional and spouse life premium.

### **24. Monthly and Annual Premium Collection**

The majority of premium collection occurs monthly with annual premium collection for self-pay participants on a 12-month invoice. Payments are made electronically to the Authority's fiscal agent by participating employers. Employee benefits payment is due on the 1<sup>st</sup> and no later than the 10<sup>th</sup> of each month for which coverage is intended. Monitoring timely payment and documenting account receivable balances and penalties is required.

On a daily basis the Contractor will access and verify deposits in the Authority Employee Benefits bank accounts. Deposits are manually confirmed via a receivables report generated daily. A reconciliation of payments takes place in the premium collection database. It is required that all Benefits payment categories (by product and by carrier/vendor) are recorded and maintained separately for accounting and financial reporting purposes.

- a. **Employer Benefits Monthly Payment:** The Authority will record the daily bank deposit in the database. A zero-balance process is run and the payment is distributed by category (monthly billed, accounts receivable, late penalty, not pay as billed penalty). Each employee enrollment record is updated with the payment date. Any

discrepancies between billed and received amounts are recorded in the database for the participating employer with accounts receivable amounts and applicable penalties for the next month's bill. The participating employer is notified, via phone, of discrepancies and/or penalties that will be applied to the next month's bill.

- b. **Self-Pay Participant Payment:** Payments are made daily to the Contractor, submitted by enrollees to the Authority P.O. Box (maintained by the Contractor). These manual payments are deposited with 24-hours from receipt per New Mexico State Department of Finances and Administration Rules and Regulations. The Contractor will deposit to the Authority Employee Benefits bank account daily and email the documentation to the Authority. An ACH file is submitted to the Authority Employee Benefits bank account to settle on the 10<sup>th</sup> of the month and the Contractor will email the documentation to the Authority.
- i. Payments to the Authority P.O. Box are verified for enrollment, confirm the payment amount due and the month the payment is for. Payment checks are copied, a log sheet with name and amount is completed, a deposit notice is created and a desktop deposit takes place; A zero-balance process is run in the database and payment date is updated for each participant record. A notice is sent to the participant advising of any discrepancies.
  - ii. Payments via ACH bank draft: A prenote file is sent to the Authority Employee Benefits bank account five business days before the 1st of each month; A final ACH file is sent on the 1st business day of each month with a settlement date of the 10th of the month (or next bank business day of the month); If an ACH request is received between the prenote and final file, it will not be sent until the next month's prenote file; A zero-balance process is run in the database and payment date is updated for each participant record. Any returns for insufficient funds are processed for reversal of premium payment, appropriate bank fees charged, and manual payment recovery for the affected month of coverage. Verbal and written communication is made with the participant advising of this process.
  - iii. All self-pay participants follow a payment notification process: Payments not received by the 15th of the month will generate a Late Notice mailed to each participant affected. Payments not received by close of business on the last business day of the month will generate a Cancel Notice mailed to each participant affected and coverage will be cancelled retroactively to the last day of the previous month. After cancellation of coverage has taken place, the Contractor will monitor any payments sent to the Authority P.O. Box to confirm postmark was timely. If payment was postmarked timely, coverage will be reinstated without interruption and manually updated with each carrier.
  - iv. Any canceled coverage will be checked for claims during the month affected and reported to the Authority for subrogation protocol.

## **25. Carrier Eligibility Interface Files**

Weekly electronic eligibility updates are provided to contracted health carriers (currently Blue Cross Blue Shield, Cigna, Presbyterian, Delta Dental, United Concordia Dental, and Davis Vision) in the mandated HIPAA 834 EDI file format after mutually agreed upon between the Contractor and the carrier. Electronic eligibility files in a non-standard file format are provided to contracted carriers (currently for CVS Caremark and The Standard) after mutually agreed upon between the Contractor and the carrier. The Contractor is required to maintain and adopt any new format and modify specifications as requested by the carrier and the Authority to meet implementation deadlines. Meetings with carriers to determine file requirements for eligibility updates are the responsibility of the Contractor. An eligibility file will be created and delivered to the carrier's secure site as agreed upon between the Contractor and the carrier. All complete enrollment and changes are processed through 5:00 p.m. each Thursday. An eligibility file is created and delivered to each carrier's secure FTP site by Friday morning no later than 10 a.m. MST.

Statistical reports for medical, dental, vision, prescription drugs (Rx) and life/disability carriers are created for each weekly file by carrier, carrier plan, tier of enrollment, employee only counts and employee, spouse, domestic partner and child head counts for each plan. The reports include data for the current month's eligibility separate from data for current and any future enrollment that is sent in the respective file. These statistics are reported to the Authority weekly as the files are created.

A log is generated, by carrier file, recording the time the file was sent and the record count. These record counts are sent to each carrier via email to confirm receipt of the file and confirmation of number of records received. The carriers will load the file and provide information of records that error out during the file load. These error reports are reviewed and confirmed if the Contractor or carrier must make the correction before the next file load. The Contractor is responsible for reporting any ongoing issues, discrepancies or inadequate findings to the Authority.

Each carrier will provide the Contractor their unique data set location for their 834 EDI file or non-standard file. All listed carriers require eligibility information by carrier codes and/or specified subgroups for different plan options, by employee and to include the employee's dependents (if applicable), along with social security number, name, dependent relationship, date of birth, incapacitated status verification and effective and/or expire dates, address and/or alternate address, phone number, tier of coverage, effective date, Medicare parts A and B effective dates (if applicable), termination date, alternate employer code and alternate social security number, by employer, by month of coverage (one month of future enrollment is provided on each respective file). The Contractor does have the responsibility to generate an alternate ID number for all employee enrollment in the benefits database and provide this number on the eligibility file sent to the Rx carrier. Life insurance and Disability insurance is on a self-administered basis and the non-standard Evidence of Insurability eligibility file is provided to this carrier on a weekly basis.

Access to live eligibility information is also made available to the medical, prescription, dental, vision, life and disability carriers via read only access to the Contractor's eligibility database.

Emergency interim verification of eligibility and manual enrollment requests are initiated by email by the Contractor and handled by an assigned individual at each plan vendor. For Rx coverage, the Contractor has access to enter and update enrollment into the Rx vendor's eligibility system.

The Contractor is responsible for quarterly eligibility reconciliations between each carrier's eligibility system and the Contractor's eligibility database, reporting any ongoing discrepancies or inadequate findings to the Authority Directors.

In the event the Authority adds additional health carriers, the Contractor will be responsible to perform administrative services to onboard the new carrier to include but not limited to participate in all implementation meetings; connect directly with new carrier staff to meet eligibility file specifications; testing and implementation deadlines; create new carrier eligibility cross walk; employer and employee identification; create alternate member identification; provide member address and email files to implement transition programs and disseminate information; update and maintain ASO fee billing files and reports; provide bulk emailing services for Authority enrollee notifications; etc. as requested by the Authority to secure timely implementation in the eligibility and enrollment system and eligibility file delivery.

## **26. Data Warehouse Eligibility File**

On a monthly basis, the Contractor will create and provide an eligibility data file to the Authority's benefits consultant in conjunction with data warehouse services provided by the benefits consultant to the Authority. The data is provided in a mutually agreeable file format to be determined between the benefits consultant and the Contractor. The file is created based on medical enrollment data from the last weekly 834 EDI files for the month. Once the file is created, it is placed on the benefits consultant secured file sharing site.

## **27. Monthly Carrier Premium Payments**

Monthly premium statements and payments to carriers are made based on carrier contract negotiations. Carrier fees may change at an annual renewal. The carrier premium is different than the premium billed to the participating employers. On a monthly basis, carrier payment summaries are created based on the same statistical enrollment and previous month's enrollment adjustment information used to bill participating employers and self-pay participants.

The medical, dental, and vision carrier payment summary reports include a listing by participating employer and self-pay participant group, tier of coverage and carrier

premium for each group. Adjustments are reported by participant detail based on carrier contract negotiations, currently a 3-month look back.

The life and disability carrier payment summaries require separate reporting formats by product: Basic Life, Additional Life and Long-Term Disability. Each life product's carrier payment summary report includes a listing by participating employer and self-pay participant group, (employer elected benefit level for Basic Life), by age group to include carrier premium and volume of coverage for each age banding. Separate life carrier payment summaries are created for employee Additional life, Spouse life and dependent child life. Child life is reported by participating employer and self-pay participant group, by child count, carrier premium and volume of coverage. Long Term Disability data includes a listing by participating employer, employer elected benefit waiting period level, employee counts, premium and gross earnings by benefit waiting period level. Adjustments are reported by participant detail, based on carrier contract negotiations, currently a 12-month look back for credit adjustments and payment adjustments may be made retroactively to the beginning of the carrier contracts.

A summary reconciliation for each carrier is created to issue premium payments. This summary is accompanied by the supporting system-generated reports and delivered to the Authority via email no later than five business days from the first of each month. Carrier contract negotiations stipulate medical and dental carriers are paid a month in arrears; vision along with life and disability carriers are paid for the current month.

The Contractor invoice for services is also provided to the Authority for payment along with carrier payments on the same cycle as the medical and dental carriers. On occasion, a premium refund is required for a self-pay participant. The Contractor will collect supporting information and request a refund from the Authority. The Authority will issue the refund and send via U.S. mail to the participant and provide the refund check information to the Contractor to record the refund in the premium collection system.

## **28. Benefits Fund Financial Statements**

For the Benefits fund, financial statements are created on a monthly basis recording all activity in each of the Authority's Benefits bank accounts (depository, disbursement and short-term investment), state treasurer investments, detailed posting of all deposits, transfers, disbursements, fees, other income, premium billing, deferred revenue and accruals. Each year a new budget is provided and loaded into the finance system and adjustments are made for any yearend audit corrections or additions.

The Authority's multiple bank accounts for each fund are maintained with the fiscal agent bank. The "Depository Account" is the recipient of all revenues received from the Authority participating employers for premium payments. This revenue corresponds directly with the amounts being billed by the Contractor to the participating employers.

This bank account also receives all other revenue which may include prescription drug rebates, contractor performance penalties, subrogation and recoveries and interest

earnings. All payments made by the Authority participating employers, except certain self-pay premium payment options, are made by electronic media. All other deposits require the Contractor to reconcile the payments to the participants bill and use a “desk top deposit” process to deposit the payments directly into the Authority depository account daily. These checks are kept for one month in case of incidents of return for insufficient funds.

Several times during the month, transfers are initiated between the Depository account and the Short-term Investment account and the Disbursement account. The Short-term Investment account serves as the location for excess cash reserves to maximize interest earnings. Several times during the month funds are transferred in and out of this account into the Depository account. The Disbursement account is the source for all payments made to carriers for administrative fees and claims payments, premium payments for fully insured coverage, contractor fees, participant refunds and miscellaneous expenses. The Disbursement account is a Zero Balance Account with transfers made into the account from the Depository account when any request for payment is required. These requests for payment are approximately forty (40) per month and via electronic transfers (wire or ACH). It is the responsibility of the Contractor to notify the Authority when to prepare payment for administrative and contractor fees and participant refunds. The capability of initiating electronic transfers is restricted to the Authority Chief Financial Officer or his/her designee. The daily transactions of these accounts are available on a read-only basis to the Contractor via the financial institution's website. These current banking arrangements will continue to be maintained. It is the responsibility of the Contractor to reconcile the activities of these accounts on a monthly basis and provide an accounting of these activities to the Authority's Chief Financial Officer and his/her designee.

Weekly transfers between accounts and wire transfers and documentation supporting weekly wire disbursements will be prepared by the Authority and provided to the Contractor for the recording of each transaction. Reports to facilitate the monthly recording of premium revenue from the monthly invoices will be prepared by the Authority. Reports to facilitate the monthly recording of expenses will be prepared by the Authority. After the end of each month and not later than the 15<sup>th</sup> of the following month the Contractor will deliver to the Authority accounting Journal Entries to reflect all transactions required to be included in general purpose financial statements (Balance Sheet and Statement of Revenues and Expenditures) for the Benefits Division of the Authority. The Authority will import the monthly transactions into their accounting system.

The Contractor will be required to run a parallel accounting system with matching account codes as the Authority for reconciliation and verification purposes.

## **29. Maintenance of Authority Files**

All Authority files and documentation is sorted and stored accordingly. The Contractor keeps benefits enrollment records in multiple retention categories. File folders for

participants exist for most participating employers for enrollments prior to 2004 who continue active enrollment. A file folder is maintained for self-pay participants who chose not to enroll electronically via the Authority Online Benefits System. After 2004, "Data Entry" paper enrollments and documentation received are scanned, and the image is stored in the participant's electronic enrollment record. This paper documentation is kept by the date they were processed and by the representative who processed the request. Electronic enrollment records exist in the participant's electronic enrollment record when the participant enrolls via the Authority Online Benefits System. All participant file folders will follow the participant based on their continued enrollment.

File retention is subject to the New Mexico Records and Archives regulations. On an annual basis at the beginning of each year, the Contractor will create a report that lists all participants that have terminated enrollment with the Authority. A process of pulling the expired participant file folders and storing in alphabetical order takes place in preparation to deliver to the New Mexico Records and Archives Center along with any data entry processing from the prior year. An electronic storage policy will be created to allow the imaged document to become the "original" and the paper data entry records will be destroyed onsite after meeting the internal retention period. Required transmittal forms will be prepared by the Contractor and delivered to the Records Liaison Officer at the Authority for processing for retention at the Archives Center or destruction onsite.

Participating employer billing statements and reconciliation, all carrier/contractor payment documents, deposits, banking, and accounts receivable reporting along with all financial statement reports are kept for each fiscal year period in an electronic format.

All information retained, except for Contractor computer products, is the property of the Authority and is made available to the Authority auditor on an annual basis.

The audit requires detailed investigation of enrollment and eligibility files, carrier and contractor payment files, banking, and financial statement files, in coordination with the Authority site audit and carrier claims processing audit.

### **30. Attendance and Participation at Meetings**

The Contractor is required to attend all Authority Benefit Committee meetings and Board meetings. These occur usually on the first Wednesday afternoon and subsequent Thursday morning of each month. Meetings are not held in January or August, but the Board may hold meetings in these months, if needed. Meetings are usually in Albuquerque, except for the July meeting, which is held in a NM site other than Albuquerque (but locations and dates may change by the Board, as needed). The Contractor will attend the Interagency Benefits Advisory Committee (IBAC) meetings held on the second Wednesday of each month or as scheduled by the IBAC Chair.

All meetings scheduled by the Authority annually may include but are not limited to Carrier eligibility meetings; New employee enrollment; Switch/Open enrollment; New coverage enrollment; and Onsite training visits with participating employers.



The Contractor will attend the Public Education Department's Annual Spring Budget Workshop which requires purchasing a booth for the four-day event, held in Albuquerque; Staffing the booth on behalf of the Authority; Collection and dissemination of benefit carrier giveaways at the booth and door prizes for the Authority presentations; Assisting and educating participants regarding Authority benefits administration.

The Authority trainings are scheduled as needed throughout the state in-person and/or virtually. The Contractor will manage all notifications to attendees and registration for these training meetings as mutually agreed upon by the Authority and the Contractor. These trainings may encompass day to day administration processes of employee benefits by the Contractor, participating employer responsibilities, Authority Rules and Regulations and administrative practices. For in-person training, the Contractor may be responsible for providing morning refreshments and snacks (included in the Contractor's fees) as well as a working lunch to registered participants and presenters.

The Contractor will develop eLearning passive and interactive trainings for annual, monthly and roundtable topic formats, update existing eLearning trainings and make it available on the Authority website. This is a start-to-finish segment that includes every aspect of the project from implementation to development, testing and deployment.

Formats and information mutually agreed upon by the Authority and the Contractor will include but not limited to training outlines, PowerPoint presentations, training schedules, glossary of terms, key definitions, guidelines, topic resources, frequently asked questions, topic process visuals and flowcharts, training videos, Contractor resources for presenting, communications to participating employer staff, and posting on the Agency website.

- a. Level 1 Basic Passive eLearning trainings consisting of an automated PowerPoint presentation no longer than 30 minutes in length.
- b. Level 2 Advanced Interactive eLearning trainings consisting of an automated PowerPoint presentation no longer than 60 minutes in length.

The Contractor will provide five (5) in-person annual regional training meetings and one (1) virtual annual regional training meeting for participating employer benefits, billing, leave of absence, risk management and worker's compensation specialists, with the times and locations to be mutually determined by the Contractor and the Authority. The Contractor will manage all notifications to attendees and registration for these training meetings as mutually agreed upon by the Authority and the Contractor. These trainings may focus on benefit changes, state and federal law requirements, administrative procedures, changes, review Authority Rules and Regulations, assistance with the actual enrollment processes, and review of premium payment reconciliation procedures or any other topics determined appropriate by the Authority. For in-person trainings, a working lunch is provided by the Contractor (included in the Contractor's fees) during these annual summer regional training meetings held throughout the state. The working lunch is to accommodate registered participants and presenters. The Contractor may be asked

to provide a presentation and/or training material and schedule, secure, and coordinate videotaping for one of the training sessions. The Contractor will coordinate with the carriers to sponsor morning refreshments and a light snack for participants. Combined carrier giveaway items are packaged and delivered to each training by the Contractor.

The Contractor will maintain a virtual meeting software and service for webinar capabilities for all required virtual trainings to include but not limited to participating benefits employer development training, roundtable sessions, etc. as needed or requested. The Contractor serves as a backup for meetings which the Authority representatives are unable to attend. Occasionally, immediate attendance may be required with little advance notice.

### **31. Reports and Secure Document Sharing Site**

Ad hoc reporting is produced on an as needed and requested basis. Instances include reporting to the Authority, the Authority Board, the NM State Legislature, consultants, carriers, and auditors regarding enrollment population, premiums billed and collected, budget analysis, and geographic analysis. As requested by the Authority, the Contractor will produce unique specified data requests by participating entities that include the participating entity's detailed employee and dependent enrollment data. Responses to these requests can require a 24-hour turnaround time, especially during the legislative session.

The Contractor will provide a user friendly and secure FTP, FTPS and/or SFTP document sharing site between the Authority and the Contractor, to access daily, monthly and annual information and/or data files, that has the capacity for extremely large files, accommodate storage of this information, and allow an exchange of monthly files and/or unique employee/member enrollment information that requires compliance with HIPAA privacy and security regulations. The access must require multi-factor authentication and/or unique password protection capabilities.

### **32. Development and Maintenance of Forms, Publications and Notices**

The Authority utilizes the Contractor to develop and maintain required forms, publications, and notices relating to the operation, enrollment, and financial matters of the employee Benefits programs. Some notices created by the Contractor, but not limited to, include Authority Rules and Regulations Summary, COBRA Privacy and Medicare Part D Notices, HIPAA Notification, annual rate schedules, preprinted forms, fillable enrollment forms, reaching the child limiting age, late notice, cancellation notice, conversion notice, and any other forms/notices to administer the Authority program.

### **33. Authority Website and Mobile Application Maintenance**

The Contractor maintains and updates information on the Authority's public website (<https://nmopsia.com>), the Authority's Online Benefits System, and the Authority's Mobile Application for employees and participating employers, as needed and requested

by the Authority that includes 24-hour access to email directly to the Authority and the Contractor. Examples of ongoing updates, but not limited to, include monthly board meeting agendas, advertisements, notices, upcoming meetings and events, benefit plan changes, wellness information and events, annual reports, monthly board meeting minutes, new or updated publications, notifications of requests for services, premium rates, insurance forms, benefit carrier website links, benefit carrier provider directories, newsletters, and any other updates as requested. The website also provides access to the following:

- Board Login – a secure access to designated Authority staff, Authority Board Members, and selected partners to view draft materials for upcoming committee and board meetings.
- Inspection of Public Records Request – an email option to complete a request form and submit to the Authority Public Records Custodian.
- Authority Online Benefit System – a link for direct access to the Authority Online Benefit System for employees, participating employers and management.
- Disability and Life Benefit Premium Calculator – a link to assist employees and participating employers to explore the 100% monthly cost of Long-Term Disability and Additional Life coverage available by participating employer, month, benefit election and premium.
- Participating Employer Contacts – a link to access all Authority participating employer contacts maintained on the Contractor’s database.

#### **34. Distribution of Materials**

The Authority requires the distribution of notices, forms, enrollment packets, and any materials necessary for the implementation of employee benefits at the participating employer and are handled on an as-needed basis by the Contractor via U.S. mail or shipping parcel service.

There is a separate budget established for printing and postage related to special U.S. mailings, as well as for normal printing, monthly shipping, and postage costs. A direct charge budget will be established by the Authority, and designated services will be paid for by the Contractor and billed directly to the Authority.

#### **35. Contractor Computer System Functionality**

It is vital for the Contractor to preserve the integrity of hardware, software and technology to ensure the functionality of all components of the system to include enrollment, eligibility, premium billing and collection and financial processes. Proper protocols for backup, recovery, security, firewall protection, hardware upgrades for

capacity, performance and security, operating system and database software updates, cloud and encryption technology need to be followed.

**36. Statement on Standards for Attestation Engagements Audit (SSAE)**

The Contractor is required to be engaged in an ongoing annual SSAE Service Organization Controls (SOC) multi-level audit for the purpose of compliance of best business practices. This audit represents the Contractor’s commitment to maintaining a sound control environment that protects the Authority’s data and confidential information. The SOC is designed to provide a comfort level over business principles of security, availability, confidentiality, processing integrity, and privacy of the Contractor “system”. This “system” is comprised of the infrastructure, software, people, procedures, and data used to complete the services provided. The goals to be achieved with each principle include and not limited to the following:

- a. Security - The system is protected against unauthorized access, both physical and logical.
- b. Availability - The system is available for operation and intended use.
- c. Processing Integrity - System processing is complete, accurate, timely, and authorized.
- d. Confidentiality - Information designated as confidential is protected as required.
- e. Privacy - Personal information is collected, used, retained, disclosed, and/or destroyed in accordance with established standards.

**37.** The Contractor will provide all services required for the implementation and administration of all Federal and State legislation and Office of the Superintendent of Insurance directives.

**38.** The Contractor will provide all equipment necessary to provide administrative services to the Authority.

**Contractor Risk Division Services**

The Contractor administers an important component of the Authority Risk Division that includes premium invoicing to all participating employers who elect these services, monitoring receipt for premium payments and financial accounting and recording of these processes. Invoices and payments for Risk coverages require data separated in categories by product and recorded and maintained separately.

**1. Annual Invoices**

On an annual basis, the Authority , with assistance from their Risk Insurance Consultant and the Contractor, provides participating employers an invoice for Property Insurance, General Liability Insurance, Auto Liability Insurance, Mandatory Catastrophic Student Accident Insurance, Equipment Breakdown Coverage Insurance, Bus Inspector and Workers' Compensation Insurance.

Information for Risk coverage premium invoicing is prepared and provided by the Authority Risk Insurance Consultant (currently Poms and Associates). This information is provided in the spring of each year for creation and availability of the invoice on the Authority general website (<https://nmpsia.com>) under the Risk Division section on July 1st by the Contractor.

The invoice statement, in PDF format, is specific to each participating employer's selected line(s) of insurance coverage and will include a summary by coverage and premium along with the total amount due, due date of July 31st, notice of late payment interest charges of 1.5%, payment instructions, form of payment required and to make payment directly into the Authority Risk bank account.

On July 1st a broadcast email will be provided by the Contractor to each participating employer announcing the availability of the annual invoice.

## **2. Annual Premium Collection**

All Risk payments must be made via wire transfer or ACH directly to the Authority's Risk Depository Account. The Contractor will identify all payments received into the Authority's Risk Depository Account at the Authority's fiscal agent (currently Wells Fargo Bank). The Contractor will record the daily bank deposit in the Contractor database. For each employer, a zero-balance process is run and the payment is distributed by category and by product to include amount billed, amount paid, accounts receivable, and late penalty, as needed. Each employer record is updated with the payment date. Any discrepancies between billed and received amounts are recorded in the database. For participating employers with accounts receivable amounts and applicable penalties, the Contractor will record and reconcile each payment against each annual invoice to establish timeliness and accuracy of payment, track discrepancies and maintain the master receivables report. Any discrepancies between billed and received amounts and/or late payments are reported to the Authority and the employer. Any late payment penalty assessments will be recorded and monitored for timely payment.

By July 31<sup>st</sup>, the Contractor will send a second broadcast message to all participating employers that have not paid their Risk invoice. A list of each participating employer that has not paid their Risk invoice by July 31st will be provided to the Authority Chief Financial Officer and his/her designee for follow-up.

## **3. Risk Division Monthly Financial Accounting**

The Contractor is responsible for accounting of financial activity in each Authority bank account (Risk Depository, Risk Disbursements and Risk Short Term Investments), along with Local Government Investment Pool and State Investment Council pooled investments. Detailed recording of all deposits, transfers, disbursements, fees, other income, premium invoicing, accruals, etc. is required.

Weekly transfers between accounts and wire transfers and documentation supporting weekly wire disbursements will be prepared by the Authority and provided to the Contractor for the

recording of each transaction. Reports to facilitate the monthly recording of premium revenue from the Annual Invoices will be prepared by the Authority. Reports to facilitate the monthly recording of reinsurance expense/other prepaid expenses will be prepared by the Authority. After the end of each month and not later than the 15<sup>th</sup> of the following month the Contractor will deliver to the Authority accounting Journal Entries to reflect all transactions required to be included in general purpose financial statements (Balance Sheet and Statement of Revenues and Expenditures) for the Risk Division of the Authority. The Authority will import the monthly transactions into their accounting system.

The Contractor will be required to run a parallel accounting system with matching account codes as the Authority for reconciliation and verification purposes.

#### **4. Customer Service for Risk Division Authority Partners**

Customer service involving Risk Division services is provided to Authority staff, Authority Board and Risk Advisory Committee members, Authority-associated Risk Division carriers/vendors, consultants, legal counsel, and Authority participating employer-associated staff.

A Risk Division participating employer contact is maintained on an ongoing basis as provided by or solicited from the participating employers. Each contact will include the name, physical and mailing address, phone and fax number, and email address. There may be multiple contacts for Risk as the participating employer deems necessary.

#### **5. Authority Website Maintenance for Risk Division**

The Contractor maintains the Authority website (<https://nmmpsia.com>) as needed. Examples of ongoing updates, but not limited to, include Risk Division carrier/vendor website links and contact information, new or updated publications, insurance forms, newsletters, and any other Risk Division updates as requested.

The website also provides access to the link to access annual Risk Premium Invoices by participating employer District ID number.

#### **6. Collaborate with Authority Staff**

The Contractor will meet, in-person or virtually, as needed to discuss Risk related matters. These topics may include discussions on processing of financial transactions, processing of invoices, etc.

## **2. Compensation.**

A. The Authority shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed

(AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Authority to the Contractor.

**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 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.**

B. Payment 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. 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**.

(—OR—)

**(CHOICE – MULTI-YEAR)**

A. The Authority shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Authority to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX 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. 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 must submit a detailed statement accounting for all services performed and expenses incurred. If the Authority finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Authority that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment

shall be deemed tendered on the date it is postmarked. However, the Authority shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AUTHORITY with a start date of **(DATE)**. This agreement shall terminate on **(DATE)** 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 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 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 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.

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.

**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 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:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

**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.

**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: \_\_\_\_\_  
Authority, Board President

Date: \_\_\_\_\_

**(CONTRACTOR)**

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

## Exhibit A

### Performance Standards and Guarantees

Contractor services are critical to the Authority’s benefits operation, and the expectation of the integrity of the information collected by the Contractor and the performance of Contractor services demand a high level of satisfaction. Performance guarantees are contingent upon adherence to the terms and conditions outlined in the Contractor agreement. Performance guarantees are measured with a quarterly audit as determined by the Authority. Any penalties associated for non-compliance will be paid to the Authority within 30 days of the penalty assessment.

|    | <b>Performance Measure</b>   | <b>Measurement Basis</b>   | <b>Penalty</b>  |
|----|--|--|---|
| 1. | <p>Maximum members per Account Representative: 8,000 member lives per representative.</p> <p>The Contractor must notify the Authority of any member lives above the maximum count and must provide a timeline for when the Contractor will get back to the 8,000 member lives per representative.</p>  | <p>The Contractor will provide a monthly report to the Authority no later than 5 days after the first of the month.</p> <p>Audit by the Authority.</p>   | \$5,000   |
| 2. | <p>Monthly meetings with Authority and designated personnel to discuss the status of all benefits matters about enrollment, website information, planning for open switch, new hire meetings, etc.</p> <p>If, for any reason, the Authority cannot meet or needs to change the date of the monthly meeting exceeding 35 days from the last meeting, the Contractor will not be liable for a performance measure penalty.</p> | <p>The Contractor will be responsible for scheduling the meetings and providing a benefits administration update.</p>  | \$5,000   |
| 3. | <p>Employer Satisfaction – The Authority will develop a survey in consultation with the Contractor.</p>  | <p>The Authority will send out a survey to Authority employers, quarterly by the 10<sup>th</sup> of the month. The Average performance score from all respondents should be no less than 8.5 out of a scale of 10.</p> | \$6,250 for failure to obtain a score of 8.5 or better. |



|    | <b>Performance Measure</b>   | <b>Measurement Basis</b>   | <b>Penalty</b>   |
|----|--|--|--|
| 4. | <p>Account Management Performance – The Authority and Contractor will agree to performance standards by which the Contractor will be measured by the Authority.</p> <p><u>Score</u>      <u>Description</u><br/> 4              Exceeds Expectations<br/> 3              Meets Expectations<br/> 2              Needs Improvement<br/> 1              Unacceptable</p> | <p>The Authority will evaluate the Contractor quarterly for a performance score of 3 or better.</p>  | <p>\$6,250 for failure to meet a score of 3 or better every quarter.</p>   |
| 5. | <p>Monthly Billing Production Schedule – 100% of bills are produced by 12:00 p.m. on the 1st business day of the billing month.</p>  | <p>The Contractor will provide a monthly report to the Authority no later than 5 days after the first of the month.</p> <p>To be audited by the Authority.</p>   | <p>\$1,000 for each file.</p>  |
| 6. | <p>Weekly eligibility file transmission to every contracted Authority carrier. Files are transmitted by Friday at 12:00 p.m. (Files will need to be uploaded prior to holiday closures).</p>   | <p>The Contractor will provide a weekly report to the Authority no later than 12:00 p.m. after files have been transmitted.</p> <p>To be audited by the Authority.</p>   | <p>\$1,000 per file per day that is not available to the carrier.</p>  |
| 7. | <p>Member reported data entry errors for all data fields entered in the benefits system database.</p>  | <p>The Authority will monitor member calls received monthly for inaccurate data entry.</p>   | <p>\$1,000 per error.</p>  |
| 8. | <p>Member data entry accuracy for all data fields entered in the benefits system database.</p>   | <p>The Contractor will supply the Authority with a monthly Excel online and paper transaction file no later than 5 days after the first of the month.</p> <p>An audit will be completed by the Authority with a random sample of 50 files per month.</p> | <p>Financial (affects claims or premiums) errors above two errors.</p> <p>\$1,000 3 to 4 errors<br/> \$1,500 5 to 6 errors<br/> \$2,500 7 to 9 errors<br/> \$5,000 10 or more errors</p> <p>Non-financial (all other data entry that does not affect a claim or premium) errors above three.</p> <p>\$1,000 3 to 4 errors<br/> \$1,500 5 to 6 errors<br/> \$2,500 7 to 9 errors<br/> \$5,000 10 or more errors</p> |

|     | <b>Performance Measure</b>   | <b>Measurement Basis</b>  | <b>Penalty</b>                                       |
|-----|--|---|--|
| 9.  | Timeliness of Data Entry – Data will be entered within four days of receipt.   | <p>The Contractor will supply the Authority with a monthly report no later than 5 days after the first of the month.</p> <p>An audit will be completed by the Authority with a random sample of 50 files per month.</p> | \$1,000 per transaction entered after the fourth day |
| 10. | Bill Reconciliation - The requirement that all complete requests received by 5:00 p.m. on the last business day of the month will be reflected on the next month's bill. | <p>The Contractor will provide a monthly report of any “pay as corrected” payments.</p> <p>The Contractor will supply the Authority with a monthly report no later than 5 days after the first of the month.</p>        | \$1,000 per pay as corrected bill                    |

\*Authority refers to the New Mexico Public Schools Insurance Authority (NMPSIA).

\*Contractor refers to Third Party Administrator (TPA).

\*Performance Measures 1-10 may be amended or added to during contract negotiations.

## Exhibit B

### Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the **New Mexico Public Schools Insurance Authority** (NMPSIA), hereinafter referred to as the “Authority” or “Covered Entity” and **“Vendor Name”** hereinafter referred to as the “Contractor” or “Business Associate” and is effective as of **“Effective Date”**.

**WHEREAS**, Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);

**WHEREAS**, the Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);

**WHEREAS**, in providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;

**WHEREAS**, by providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;

**WHEREAS**, both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and

**WHEREAS**, both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by the Covered Entity to the Business Associate under the Agreement in reliance on this Business Associate Agreement (BAA), the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in the definitions. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.

- A. “Affiliate” means a subsidiary or affiliate of a Covered Entity or of a Business Associate.
- B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- C. “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- D. “Business Associate” means the Contractor.
- E. “Business Associate Agreement” means a legally-binding relationship between HIPAA-covered entities and business associates to ensure complete protection of PHI.
- F. “Covered Entity” means the Authority.
- G. “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- H. “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514(a) and (b).
- I. “Effective Date” shall mean the earliest date by which the Contractor and the Authority must enter into a business associate agreement under 45 CFR Part 164.
- J. “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- K. “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- L. “HHS” means the U.S. Department of Health and Human Services.
- M. “HIPAA Rules” shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.

N. “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

O. “Limited Data Set” shall have the same meaning as the term “limited data set” as set forth in 45 CFR §164.514(e) (2).

P. “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.

Q. “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

R. “Required by law” means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

S. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services.

T. “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

U. “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.

V. “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

## 2. **General Provisions.**

A. Effect. As of the Effective Date, the terms and provisions of this Agreement are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of the (“Agreement”) including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively

any such applicable agreements are referred to herein as the (“Agreement”). This Agreement sets out terms and provisions relating to the use and disclosure of Protected Health Information (“PHI”) without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Agreement, this Agreement shall control.

B. Amendment to Comply with Law. The Contractor, on behalf of itself and its affiliates and subsidiaries that perform services for the Authority under the Agreement are (collectively referred to as “the Contractor”), the Authority (also referred to as “Plan Sponsor”), and the group health plan that is the subject of the Agreement (also referred to as the “Plan”) agree to amend this Agreement to the extent necessary to allow either the Authority or the Contractor to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160 to 164) (“HIPAA Privacy and Security Rules”).

C. Relationship of Parties. The parties intend that the Contractor is an independent Contractor and not an agent of the Authority or the Plan Sponsor.

### **3. Use and Disclosure of PHI.**

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that;

1. The disclosures are required by law; or
2. Business Associate obtains, in writing, prior to making any disclosure to a third party:
  - a. reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and
  - b. an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
3. The disclosures are required to provide Data Aggregation services relating to the Health Care Operations of the Authority, or to de-identify PHI. Once information is de-identified, this Agreement shall not apply.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate

will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of the Covered Entity's PHI that the Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

F. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless authorization is obtained from the Individual, in accordance with 45 CFR. §164.508, which specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual unless otherwise permitted under the HIPAA Privacy Rule.

**4. Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

**5. Protection of Electronic PHI.**

A. The Contractor will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that the Contractor creates, receives, maintains, or transmits on behalf of the Authority as required by the Security Standards;

B. Ensure that any agent or subcontractor to whom the Contractor provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,

C. Promptly report to the Authority any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the HIPAA Security Rule. In the event of a Security Incident, the Contractor shall report to the Authority in writing.

**6. Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware. Business Associate agrees to report to Covered Entity any Security Incident affecting PHI of Covered Entity of which it becomes aware. Business Associate agrees to;

A. report any actual, successful Security Incident within five (5) business days of the date on which the Contractor first becomes aware of such actual, successful Security Incident and;

B. to the extent commercially reasonable, the Authority may request the Contractor to report in writing attempted but unsuccessful Security Incidents involving PHI of which the Contractor becomes aware, provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

**7. Reporting Breaches of Unsecured PHI.**

A. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. This notification will include, to the extent known:

1. the names of the individuals whose PHI was involved in the Breach;
2. the circumstances surrounding the Breach;
3. the date of the Breach and the date of its discovery;
4. the information Breached;
5. any steps the impacted individuals should take to protect themselves;
6. the steps the Contractor is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,
7. a contact person who can provide additional information about the Breach.

B. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

**8. Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

**9. Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of the Contractor or, through the Contractors



Business Associate, Covered Entity. The Contractor shall notify the Covered Entity, and the upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 1.Q. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.

**10. Audit Report.** Upon request, Business Associate will provide Covered Entity, and upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards-based third-party audit report. The covered entity agrees not to re-disclose Business Associate's audit report.

**11. Access to PHI by Individuals.**

A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.

B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten (10) business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity.

**12. Amendment of PHI.** Upon request and instruction from the Authority, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, the Business Associate as directed by the Authority in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of the Covered Entity's request.

**13. Accounting of Disclosures.**

A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate:

1. the date of disclosure of PHI;
2. the name of the entity or person who received PHI, and, if known, the address of such entity or person;
3. a brief description of the PHI disclosed; and

4. a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.

C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

**14. Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

**15. Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity agrees to:

A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

D. Except for data aggregation or management and administrative activities of the Business Associate, the Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**16. Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

**17. Term and Termination.**

A. This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.

B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if the Covered Entity makes a determination that the Business Associate has breached a material term of this BAA and the Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. The covered Entity may report the problem to the Secretary of HHS if termination is not feasible.

C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 17.D. will survive any termination of this BAA.

**18. Effect of BAA.**

A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

**19. Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

20. **Notices.** All notices, requests, and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party’s address given below:

| If to the Authority, to:                          | If to Vendor, to: |
|---|-------------------|
| NMPSIA  |                   |
| 410 Old Taos Highway                              |                   |
| Santa Fe, NM 87501                                |                   |
| Attention: Executive Director<br>Patrick Sandoval |                   |
| Patrick.Sandoval@psia.nm.gov                      |                   |

21. **Amendments and Waiver.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to, or waiver of any right or remedy as to subsequent events.

22. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach an agreement on such a modification, either Party will have the right to terminate this BAA upon 30 days’ prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: \_\_\_\_\_

Authority

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Vendor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX D**  
**COST RESPONSE FORM**

**APPENDIX D**

**Cost Response Form  
Third Party Administrator**

**Name of Offeror:**

Benefits Services:

| <b>Cost Category</b>   | <b>Rate Year 1</b> | <b>Rate Year 2</b> | <b>Rate Year 3</b> | <b>Rate Year 4</b> |
|------------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Fixed Retainer* |                    |                    |                    |                    |
| Per Member Per Month   |                    |                    |                    |                    |
| Per Employee Per Month |                    |                    |                    |                    |

Risk Services:

| <b>Cost Category</b>            | <b>Rate Year 1</b> | <b>Rate Year 2</b> | <b>Rate Year 3</b> | <b>Rate Year 4</b> |
|---------------------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Fixed Retainer*          |                    |                    |                    |                    |
| Per Invoice Annually**          |                    |                    |                    |                    |
| Monthly Financial Accounting*** |                    |                    |                    |                    |

Offeror should specify whether proposed costs include New Mexico Gross Receipts Tax, or not.

\*This retainer should be inclusive of all work performed and any additional charges incurred by the offeror. The annual fee shall be paid monthly in twelve equal installments.

\*\*Please refer to RFP Section IV. Specifications, B.1 Annual invoices, and B.2. Annual Premium Collection.

\*\*\* Please refer to RFP Section IV. Specifications, B.3 Risk Division Monthly Financial Accounting.

**APPENDIX E**

**LETTER OF TRANSMITTAL FORM**



**APPENDIX E**

**Letter of Transmittal Form**

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30).  
FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE  
DISQUALIFICATION OF OFFEROR’S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK!  
(N/A, None, Does not apply, etc. are acceptable responses.) Please complete this form in its  
entirety. Failure to **sign and/or submit** this form  
will result in the disqualification of Offeror’s proposal.

RFP#:342-2024-03

**1. Identify the following information for the submitting organization:**

|                        |  |
|------------------------|--|
| <b>Offeror Name</b>    |  |
| <b>Mailing Address</b> |  |
| <b>Telephone</b>       |  |
| <b>FED ID TIN#</b>     |  |
| <b>NM BTIN#</b>        |  |

**2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:**

|                  | <b>A</b><br><b>Contractually Obligate</b> | <b>B</b><br><b>Negotiate*</b> | <b>C</b><br><b>Clarify/Respond to Queries*</b> |
|------------------|---|-------------------------------|--|
| <b>Name</b>      |   |                               |  |
| <b>Title</b>     |   |                               |  |
| <b>E-mail</b>    |   |                               |  |
| <b>Telephone</b> |   |                               |  |

\* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

**3. Use of subcontractors (Select one):**

No subcontractors will be used in the performance of any resultant contract, OR  
 The following subcontractors will be used in the performance of any resultant contract:

\_\_\_\_ (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as a State Agency, reseller, etc. that is not a subcontractors listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

**3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):**

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

**4. Will any other entity/ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)**

\_\_\_\_ No.  
\_\_\_\_ Yes. Identify entity/-ies: \_\_\_\_\_

**By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:**

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

\_\_\_\_\_, 20\_\_\_\_  
Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)  
Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
(*Must be signed by the individual identified in item #2.A, above.*)

## **APPENDIX F**

### **ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A., Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Maria Lugo, Procurement Manager, at [NMPSIA.procurement@psia.nm.gov](mailto:NMPSIA.procurement@psia.nm.gov) November 15, 2023, 3:00 pm MST/ MDT proposals are due for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 342-2024-03**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Public Schools Insurance Authority via e-mail at:

Name: Maria Lugo  
Email: [NMPSIA.Procurement@PSIA.NM.gov](mailto:NMPSIA.Procurement@PSIA.NM.gov)

Forms must be submitted **no later than date and time proposals are due January 8, 2024**, 3:00 pm MST/ MDT **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the Authority evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico Procurement Manager at 505-469-0407 [NMPSIA.Procurement@PSIA.NM.gov](mailto:NMPSIA.Procurement@PSIA.NM.gov). When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

|   |  |
|---|--|
| <b>Organization providing reference</b>   |  |
| <b>Contact name and title/position</b>  |  |
| <b>Contact telephone number(s)</b>  |  |
| <b>Contact e-mail address</b>   |  |
| <b>Project description</b>  |  |
| <b>Project dates (start and end dates)</b>  |  |
| <b>Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);</b> |  |

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

**APPENDIX G**

**SAMPLE NMPSIA MONTHLY BENEFITS AND RISK  
PREMIUM BILLING STATEMENT**





**New Mexico Public Schools Insurance Authority**

410 Old Taos Highway  
Santa Fe, NM 87501

Phone: (505) 988-2736 or (800) 548-3724 • Fax: (505) 983-8670

INVOICE #: FY24-00111

DATE: July 1, 2023

Sample School District

**Risk Coverage Premium Due for  
2023/2024 School Year**

| Coverages Provided                                | Revenue Code | Premium Amount         |
|---|--------------|------------------------|
| Property Insurance                                | 4431100      | \$ 1,208,729.00        |
| General Liability Insurance                       | 4431200      | 712,253.00             |
| Auto Liability Insurance                          | 4431300      | 102,015.00             |
| Mandatory Catastrophic Student Accident Insurance | 4431400      | 10,553.00              |
| Equipment Breakdown Coverage Insurance            | 4431500      | 15,888.00              |
| Workers' Compensation Insurance                   | 4441100      | 750,118.00             |
| Bus Inspector                                     | 4431600      | 344.00                 |
| <b>TOTAL DUE:</b>                                 |              | <b>\$ 2,799,900.00</b> |

Be advised that 100% of the premium is due by August 1, 2023. Premium payments not received within 30 days shall be subject to an interest charge of 1.5% of the total premium due for each month payment is delinquent. **This penalty is being enforced this year.**

**Payment From:**

Payment must be made via electronic bank transfer. Please include your invoice number in full and the name of your school district, charter school, or educational entity in the "Originator Beneficiary Information" of your electronic bank transfer.

**Payment To:**

Account Name: NM Public Schools Insurance Authority Risk Depository Account

Account Number: [REDACTED]

Bank Name: Wells Fargo Bank, NA

ABA Routing Number: [REDACTED]



**New Mexico Public Schools Insurance Authority**  
**Erisa Administrative Services, Inc.; Santa Fe, NM 87504 (800) 233-3164**



0777 - SAMPLE SCHOOL DISTRICT

**Billing for August 2023**

Page 1

Your Erisa Contact is

| Social Security Number | Employee Name Last, First Middle | For Month | Medical  |        | Dental    |        | Vision   |        | Additional Life |       | Long-Term Disability |        | Basic Life |         | Total \$ Premium | Employee Date of Birth | Salary    |
|------------------------|----------------------------------|-----------|----------|--------|-----------|--------|----------|--------|-----------------|-------|----------------------|--------|------------|---------|------------------|------------------------|-----------|
|                        |                                  |           | Car Tier | Cv Prg | Car Tier  | Cv Prg | Car Tier | Cv Prg | Jan 1 EE/SP     | Plan  | Premium              | Plan   | Amount     | Premium |                  |                        |           |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Oct 1987               | 29,529    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Dec 1984               | 36,449    |
|                        |                                  | 8/2023    | PRSH     | EE     | 950.76    | UCDC   | EE       | 28.60  |                 |       | 30D                  | 10.06  | 735.22     | 5.26    | 740.48           | Jan 1950               | 22,464    |
|                        |                                  | 8/2023    | PRSL     | EE     | 482.46    |        |          |        |                 |       | 30D                  | 13.94  | 496.40     | 5.26    | 501.65           | Nov 1951               | 28,826    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Apr 1980               | 29,328    |
|                        |                                  | 7/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             |                        | 29,328    |
|                        |                                  | 8/2023    | BCHI     | EE     | 360.40    | DLTC   | ES       | 54.44  |                 |       |                      |        | 914.84     | 5.26    | 920.10           | Aug 1996               | 62,100    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | May 1990               | 24,048    |
|                        |                                  | 8/2023    | PRSH     | EE     | 595.76    | UCDC   | EE       | 28.60  | DV              | EE    | 1X                   | 3.52   | 755.40     | 5.26    | 760.66           | Mar 1988               | 43,987    |
|                        |                                  | 8/2023    | PRSH     | EE     | 595.76    | UCDC   | EE       | 28.60  |                 |       |                      |        | 724.36     | 5.26    | 729.62           | Dec 1982               | 50,000    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Nov 1987               | 48,198    |
|                        |                                  | 7/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             |                        | 48,198    |
|                        |                                  | 8/2023    | PRSH     | EF     | 1,948.18  | UCDC   | EF       | 85.54  | DV              | EF    | 14.14                |        | 2,047.86   | 5.26    | 2,053.12         | Dec 1958               | 71,100    |
|                        |                                  | 8/2023    | BCHI     | EE     | 360.40    | UCDC   | EE       | 28.60  | DV              | EE    | 6.26                 |        | 895.26     | 5.26    | 900.52           | Sep 1982               | 60,800    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Dec 1997               | 80,000    |
|                        |                                  | 8/2023    | BCHI     | EE     | 360.40    | UCDC   | EE       | 28.60  | DV              | EE    | 3X                   | 65     | 973.08     | 5.26    | 978.34           | Apr 1957               | 26,928    |
|                        |                                  | 8/2023    | BCHI     | EE     | 360.40    | UCDC   | EE       | 28.60  | DV              | EE    | 3X                   | 28     | 936.82     |         | 936.82           | May 1994               | 62,519    |
|                        |                                  | 8/2023    | BCHI     | EF     | 2,185.48  | UCDC   | EF       | 85.54  | DV              | EF    | 14.14                | 48     | 2,354.42   | 5.26    | 2,359.68         | Feb 1974               | 91,678    |
|                        |                                  | 8/2023    | BCHI     | EE     | 360.40    | DLTC   | EE       | 28.60  | DV              | EE    | 1X                   | 32     | 907.96     | 5.26    | 913.22           | Feb 1990               | 22,464    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | May 1958               | 30,253    |
|                        |                                  | 8/2023    | PRSH     | E1     | 1,461.02  | UCDC   | E1       | 54.44  | DV              | E1    | 10.48                |        | 1,555.76   | 5.26    | 1,561.02         | Feb 1971               | 61,700    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Mar 1978               | 18,127    |
|                        |                                  | 8/2023    |          |        |           |        |          |        |                 |       |                      |        | 50,000     | 5.26    | 5.26             | Oct 1972               | 30,810    |
|                        |                                  | 8/2023    | PRSH     | ES     | 1,461.02  | UCDC   | ES       | 54.44  | DV              | ES    | 10.48                | 3X     | 1,605.74   | 5.26    | 1,611.00         | Mar 1950               | 37,731    |
|                        |                                  | 8/2023    | PRSL     | EE     | 482.46    | UCDC   | EE       | 28.60  | DV              | EE    | 1Xsc                 | 46 50  | 543.80     | 5.26    | 549.05           | Nov 1976               | 35,623    |
|                        |                                  | 8/2023    | PRSH     | EE     | 595.76    | UCDC   | EE       | 28.60  | DV              | EE    | 6.26                 |        | 769.40     | 5.26    | 774.65           | Sep 1954               | 80,250    |
| Subtotal               |                                  |           |          |        | 15,105.65 |        |          | 591.80 |                 | 99.06 |                      | 178.09 | 16,254.98  | 131.50  | 16,386.48        |                        | 1,152,438 |

New Mexico Public Schools Insurance Authority  
 EXCEL VERSION of MONTHLY BILL WITHOUT ADJUSTMENTS (800) 233-3164

| district | S#       | HIPPA     | Name              | For Month  | Medical |      | Dental     |         | Carrier | Vision | Basic Life |         | Additional Life |      | Spouse Life |         | Dependent Life |        | Long-Term Disability | Spouse DOB | Salary | Total      |
|----------|----------|-----------|-------------------|------------|---------|------|------------|---------|---------|--------|------------|---------|-----------------|------|-------------|---------|----------------|--------|----------------------|------------|--------|------------|
|          |          |           |                   |            | Carrier | CVRG | Premium    | Carrier |         |        | CVRG       | Premium | Age             | Plan | Face        | Premium | Age            | Face   |                      |            |        |            |
| 777      | 77777777 | M88CE0204 | ADE, LEMON        | 08/01/2023 |         |      |            |         |         |        | \$0.00     | 35      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 10/05/1987 | 20629  | \$5,26     |
| 777      | 77777778 | M88CE0204 | ARTHUR, KING      | 08/01/2023 | PRSH    | EE   | \$865.76   | UC0c    | EE      |        | \$0.00     | 73      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 01/29/1960 | 28484  | \$140.48   |
| 777      | 77777779 | M88CE0206 | BANANA, YELLOW    | 08/01/2023 | PRSL    | EE   | \$42.46    |         | EE      |        | \$0.00     | 61      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 11/09/1991 | 28828  | \$501.06   |
| 777      | 77777780 | M88CE0212 | BOOK, YOSI        | 08/01/2023 | PRSH    | EE   | \$860.40   | DLTC    | ES      |        | \$0.00     | 27      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 08/19/1985 | 29241  | \$197.00   |
| 777      | 77777781 | M88CE0212 | BOOK, ART         | 08/01/2023 | PRSH    | EE   | \$1,948.18 | UC0c    | EF      |        | \$14.14    | 54      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/19/1968 | 30610  | \$2,063.12 |
| 777      | 77777782 | M88CE0214 | BREAD, WONDER     | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 25      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 02/16/1974 | 30620  | \$43.92    |
| 777      | 77777783 | M88CE0217 | BUNNY, EASTER     | 08/01/2023 | BCHI    | EF   | \$2,185.48 | UC0c    | EF      |        | \$14.14    | 49      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/09/1997 | 30620  | \$43.92    |
| 777      | 77777784 | M88CE0218 | BUS, GREYHOUND    | 08/01/2023 | BCHI    | EE   | \$860.40   | DLTC    | EE      |        | \$0.00     | 33      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 02/15/1960 | 30620  | \$43.92    |
| 777      | 77777785 | M88CE0220 | CASH, GHANNY      | 08/01/2023 | PRSH    | ET   | \$1,461.02 | UC0c    | ET      |        | \$10.48    | 52      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 02/23/1971 | 30620  | \$2,444.00 |
| 777      | 77777786 | M88CE0222 | CHOP, LAMB        | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 50      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 10/09/1972 | 30620  | \$1,681.02 |
| 777      | 77777787 | M88CE0223 | CLEANER, WARD     | 08/01/2023 | PRSH    | ES   | \$1,461.02 | UC0c    | ES      |        | \$10.48    | 63      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 03/19/1966 | 30620  | \$5.26     |
| 777      | 77777788 | M88CE0224 | COUNT, THE        | 08/01/2023 | PRSL    | EE   | \$42.46    | UC0c    | EE      |        | \$6.26     | 46      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 11/21/1976 | 30620  | \$1,811.00 |
| 777      | 77777789 | M88CE0228 | DAY, RAINY        | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 72      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 03/27/1981 | 30620  | \$49.06    |
| 777      | 77777790 | M88CE0228 | DONALDS, MACK     | 08/01/2023 | PRSH    | EE   | \$665.76   | UC0c    | EE      |        | \$6.26     | 53      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 08/25/1989 | 30620  | \$805.62   |
| 777      | 77777791 | M88CE0229 | DREAM, AMERICAN   | 08/01/2023 | BCHI    | ES   | \$1,638.30 | UC0c    | ES      |        | \$10.48    | 51      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/14/1971 | 30620  | \$1,236.36 |
| 777      | 77777792 | M88CE0230 | DUCK, DONALD      | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 58      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 10/16/1984 | 30620  | \$35.66    |
| 777      | 77777793 | M88CE0232 | ERP, WATT         | 08/01/2023 | PRSH    | ES   | \$1,461.02 | DLTC    | ES      |        | \$14.14    | 48      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 06/01/1982 | 30620  | \$1,539.06 |
| 777      | 77777794 | M88CE0233 | FACE, ABOUT       | 08/01/2023 | PRSH    | EF   | \$1,948.18 | UC0c    | EF      |        | \$10.48    | 44      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 05/07/1979 | 30620  | \$2,063.12 |
| 777      | 77777795 | M88CE0241 | LANTERN, JACKO    | 08/01/2023 | PRSL    | ES   | \$1,013.02 | UC0c    | ES      |        | \$0.00     | 42      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 08/23/1980 | 30620  | \$1,045.54 |
| 777      | 77777796 | M88CE0242 | LAY, FRITO        | 08/01/2023 | PRSH    | ET   | \$1,461.02 | UC0c    | ET      |        | \$10.48    | 56      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 09/10/1987 | 30620  | \$1,583.40 |
| 777      | 77777797 | M88CE0245 | MAN, AYALL        | 08/01/2023 | BCHI    | EF   | \$2,185.48 | DLTC    | EF      |        | \$14.14    | 54      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/20/1988 | 30620  | \$1,049.94 |
| 777      | 77777798 | M88CE0247 | MAN, RIFLE        | 08/01/2023 | BCHI    | EF   | \$2,185.48 | DLTC    | EF      |        | \$14.14    | 54      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 11/04/1983 | 30620  | \$2,316.82 |
| 777      | 77777799 | M88CE0247 | MAXX, BAT         | 08/01/2023 | PRSH    | ES   | \$1,461.02 | UC0c    | ES      |        | \$6.26     | 24      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 04/24/1999 | 30620  | \$40.12    |
| 777      | 77777800 | M88CE0249 | MCDONALD, RONALD  | 08/01/2023 | PRSH    | ES   | \$1,461.02 | UC0c    | ES      |        | \$0.00     | 51      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 02/29/1972 | 30620  | \$1,481.30 |
| 777      | 77777801 | M88CE0251 | MOUSE, JERRY      | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 34      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/11/1988 | 30620  | \$59.46    |
| 777      | 77777802 | M88CE0251 | MOUSE, JERRY      | 08/01/2023 | PRSL    | EE   | \$62.46    | UC0c    | EE      |        | \$6.26     | 34      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 11/03/1988 | 30620  | \$60.00    |
| 777      | 77777803 | M88CE0254 | PLANT, RUBBER     | 08/01/2023 | PRSL    | EE   | \$482.46   | UC0c    | EE      |        | \$6.26     | 41      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/07/1981 | 30620  | \$568.30   |
| 777      | 77777804 | M88CE0256 | PRESLEY, ELVIS    | 08/01/2023 | BCHI    | EE   | \$860.40   | DLTC    | EE      |        | \$6.26     | 52      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 04/07/1971 | 30620  | \$969.88   |
| 777      | 77777805 | M88CE0261 | RUSSELL, KITTY    | 08/01/2023 | BCHI    | EF   | \$2,185.48 | UC0c    | EF      |        | \$0.00     | 44      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 02/19/1979 | 30620  | \$45.00    |
| 777      | 77777806 | M88CE0264 | SEENA, JOHN       | 08/01/2023 | BCHI    | EF   | \$2,185.48 | UC0c    | EF      |        | \$14.14    | 57      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 05/21/1986 | 30620  | \$2,316.82 |
| 777      | 77777807 | M88CE0266 | SHORES, SANDY     | 08/01/2023 | PRSH    | EC   | \$1,948.18 | UC0c    | EC      |        | \$14.14    | 57      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 12/24/1975 | 30620  | \$62.62    |
| 777      | 77777808 | M88CE0268 | SMILE, AKIND      | 08/01/2023 | PRSH    | EC   | \$1,948.18 | UC0c    | EC      |        | \$14.14    | 57      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 11/18/1985 | 30620  | \$2,106.08 |
| 777      | 77777809 | M88CE0270 | SMILE, AKIND      | 08/01/2023 | PRSH    | EE   | \$665.76   | UC0c    | EE      |        | \$0.00     | 59      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 06/17/1983 | 30620  | \$48.72    |
| 777      | 77777810 | M88CE0271 | SMILE, HAPPY      | 08/01/2023 | PRSH    | ES   | \$1,461.02 | UC0c    | ES      |        | \$10.48    | 72      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 10/01/1960 | 30620  | \$4,470.00 |
| 777      | 77777811 | M88CE0272 | SOCKS, ARGLE      | 08/01/2023 | PRSH    | EF   | \$1,948.18 | UC0c    | EF      |        | \$14.14    | 47      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 05/05/1976 | 30620  | \$2,064.80 |
| 777      | 77777812 | M88CE0275 | TEE, UBE          | 08/01/2023 | PRSH    | ES   | \$1,461.02 | UC0c    | ES      |        | \$10.48    | 51      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 08/09/1971 | 30620  | \$2,594.44 |
| 777      | 77777813 | M88CE0276 | THEGROUCH, OSCAR  | 08/01/2023 | PRSH    | EE   | \$865.76   | UC0c    | EE      |        | \$14.14    | 53      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 08/14/1969 | 30620  | \$1,120.00 |
| 777      | 77777814 | M88CE0277 | TREE, CHRISTMAS   | 08/01/2023 | PRSH    | EE   | \$865.76   | UC0c    | EE      |        | \$6.26     | 31      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 04/07/1992 | 30620  | \$763.10   |
| 777      | 77777815 | M88CE0278 | VADAR, DARTH      | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 48      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 04/07/1974 | 30620  | \$18.27    |
| 777      | 77777816 | M88CE0280 | VILLA, PANCHO     | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 58      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 05/12/1985 | 30620  | \$4,470.00 |
| 777      | 77777817 | M88CE0282 | WATNEY, JOHN      | 08/01/2023 |         |      | \$0.00     |         |         |        | \$0.00     | 38      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 03/20/1985 | 30620  | \$70.18    |
| 777      | 77777818 | M88CE0283 | WATNEY, BEE       | 08/01/2023 | BCHI    | EC   | \$2,185.48 | UC0c    | EC      |        | \$14.14    | 61      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 03/19/1982 | 30620  | \$2,044.18 |
| 777      | 77777819 | M88CE0284 | WOMAN, WONDER     | 08/01/2023 | PRSH    | EF   | \$1,948.18 | UC0c    | EF      |        | \$14.14    | 44      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 06/14/1983 | 30620  | \$6,660.00 |
| 777      | 77777820 | M88CE0285 | YOURSELF, BEWINDO | 08/01/2023 | BCHI    | ET   | \$1,638.30 | UC0c    | ET      |        | \$10.48    | 62      |                 |      |             |         | \$0.00         | \$0.00 | \$0.00               | 07/25/1981 | 30620  | \$1,708.48 |

Total \$39,807.20 \$1,727.38 \$304.58 \$231.44 \$586.38 \$67.64 \$1.30 \$692.56 \$43,418.48