

**New Mexico
Public Schools Insurance Authority**



**Board Meeting
April 7, 2022**



New Mexico Public Schools Insurance Authority

Board of Directors Meeting

Board of Directors

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

In-Person & Virtual

In-Person:

Poms & Associates
201 3rd Street Suite 1400
Albuquerque, New Mexico 87102

Virtual:

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Thursday, April 07, 2022

9:00 a.m.

Agenda

Draft

- | | |
|---|-------------|
| 1. Call to Order | A. Park |
| 2. Roll Call | M. Rael |
| 3. Introduction of Guests | P. Sandoval |
| 4. Citizens to Address the Board (Five-Minute Limit) | A. Park |
| 5. Approval of Agenda (Action Item) | A. Park |

- | | | |
|-----|---|------------------------------|
| 6. | Approval of March 3, 2022 Minutes (Action Item) | A. Park |
| 7. | Administrative Matters | |
| | A. Staff Update | P. Sandoval |
| | B. COVID-19 Update | P. Sandoval |
| | C. IBAC Update | M. Quintana |
| | D. Loss Prevention Committee Update | S. Quintana |
| | E. Rules & Regulations Committee Update | T. Ruiz |
| | F. July Annual Meeting Update | P. Sandoval |
| | G. Loss of Board Member Lowell Irby | P. Sandoval |
| 8. | Financial Matters | |
| | A. Financial Reports - February 2022 (Action Item) | M. Quintana |
| 9. | Risk Matters | |
| | A. Update from Attorney General Hector Balderas | P. Sandoval /
H. Balderas |
| | B. TPA Reports | |
| | 1. Property & Liability Monthly Claims Report | S. Vanetsky |
| | 2. Property & Liability Large Losses | S. Vanetsky |
| | 3. Workers' Compensation Monthly Claims Report | J. Mayo |
| | C. Loss Prevention Update | J. Garcia / L. Vigil |
| 10. | Benefits Matters | |
| | A. Express Scripts Annual Review | J. Molberg |
| | B. Delta Dental PPO & Premier Network Change | N. Patani |
| | C. Compliance No Surprises Act/Transparency Rule | N. Patani |
| | D. 2021 Annual Statistics Report - Erisa Administrative Services, Inc | M. Quintana |
| | E. Request for Quotes for Life & Disability Benefits Manager (Action Item) | M. Quintana |
| | F. Mosiac Academy Resolution to Increase Long-Term Disability Benefit Coverage (Action Item) | M. Quintana |
| | G. ENMU-Portales NMPSIA Participation Agreement (Action Item) | M. Quintana |
| | H. Approval Pharmaceutical Management Services Contract (Action Item) | P. Sandoval |
| | I. Wellness Update | P. Sandoval |
| 11. | General Discussion | A. Park |

12. Next Meeting Date and Location: Thursday, May 5, 2022 (**Action Item**) A. Park
Location: TBD
13. Adjournment (**Action Item**) A. Park

**NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY
BOARD OF DIRECTORS MEETING MINUTES**

**In-Person: CCMSI
5700 Pasadena Ave., Suite 102
Albuquerque, NM 87113**

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Thursday, March 03, 2022

DRAFT

1. Call to Order

Mr. Al Park, NMPSIA Board President, called the NMPSIA Board Meeting to order at 9:02 a.m. on Thursday, March 3, 2022.

2. Roll Call

Ms. Pamela Vigil called roll.

Board Members Present:

Al Park, President	Virtual
Chris Parrino, Vice-President	Virtual
Pauline Jaramillo, Secretary	In-Person
Daniel Benavidez	Virtual
Tim Crone	Virtual
Bethany Jarrell	Virtual (arrived 9:15 a.m.)
David Martinez Jr.	Virtual
Sammy Quintana	In-Person
Trish Ruiz	Virtual

Board Members Absent:

Denise Balderas

K.T. Manis

NMPSIA Staff Members Present:

Patrick Sandoval, Interim Executive Director	In-Person
Martha Quintana, Chief Financial Officer	In-Person
Katherine Chavez, Benefits/Wellness Operations Manager	In-Person
Melissa Rael, Financial/HR Manager	Virtual
Pamela Vigil, Risk Program Coordinator	Virtual
Claudette Roybal, Chief Procurement Officer	Virtual
J. Andrew Arellano, Benefits Management Analyst	In-Person
Dion Romero, Accountant/Auditor	Virtual
Natasha Ortiz, Financial Specialist	Virtual

Audience Present:

Lisa Guevara	BCBSNM	In-Person
Katheryn Hull	BCBSNM	Virtual
Lisa Sullivan	BCBSNM	Virtual
Maureen Sergel	BCBSNM	Virtual
Kevin Sovereign	CCMSI	Virtual
Steve Vanetsky	CCMSI	In-Person
Jerry Mayo	CCMSI	In-Person
Tammy Pargas	CCMSI	In-Person
Rich Cangiolosi	CCMSI	In-Person
Kim Trimble	CCMSI	Virtual
Cathy Fenner	Davis Vision	Virtual
Sam Garcia	Davis Vision	Virtual
Marianna Sandoval	Davis Vision	Virtual
Rich Bolstad	Delta Dental	In-Person
Simon Miller	Department of Finance	In-Person
CS Hwa	Erisa Administrative Services	Virtual
Kathy Payanes	Erisa Administrative Services	Virtual
Amy Bonal	Erisa Administrative Services	Virtual
Mike Barrios	Erisa Administrative Services	Virtual
Michelle Alarid	Erisa Administrative Services	Virtual
Martin Esquivel	Esquivel & Howington	Virtual
Jon Molberg	Express Scripts	Virtual
Connor Jorgensen	Legislative Finance Committee	Virtual
Aaron Hillebrandt	Pinnacle Actuarial Resources Inc.	Virtual
Matt Meade	Pinnacle Actuarial Resources Inc.	Virtual
David Poms	Poms & Associates	Virtual
Julie Garcia	Poms & Associates	In-Person
Larry Vigil	Poms & Associates	In-Person
Grant Banash	Poms & Associates	In-Person
Rika Martinez	Poms & Associates	Virtual
Steve Valdez	Presbyterian	Virtual
Nura Patani	Segal	Virtual
Greg Archuleta	The Standard	In-Person
Stephanie Anthony	United Concordia	Virtual

3. Introduction of Guests

Mr. Patrick Sandoval, Interim Executive Director NMPSIA, introduced Dr. Nura Patani from Segal, Aaron Hillebrandt and Matthew Meade from Pinnacle Actuarial Resources.

4. Citizens to Address the Board (Five-Minute Limit)

There were no citizens to address the Board.

5. **Approval of Agenda (Action Item)**

A motion was made to approve the agenda as presented.

MOTION: T. Ruiz

SECONDED: C. Parrino

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Absent
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

6. **Approval of February 3, 2022 Minutes (Action Item)**

A motion was made to approve the February 3, 2022, NMPSIA Board Minutes as presented.

MOTION: S. Quintana

SECONDED: T. Ruiz

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Absent
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

7. Administrative Matters

7. A. Staff Update

Mr. Sandoval reported NMPSIA has a Benefits Coordinator Position that has been vacant for the last six months. The position was posted on February 8, 2022, and closed on February 22, 2022. He stated interviews are planned for March 9, 2022.

7. B. Legislative Update

Mr. Sandoval reported on HB2. He stated staff received the LFC Appropriation which did not change. HB2 under Section K, limits Public School Support Group Health Insurance Premiums to 6% that will take affect in FY23. Section 8 contains a 3% increase for each employee in a budgeted position. Section 10 contains a \$15 million dollar appropriation for COVID-19 costs and testing. Section 13 contains the normal BAR Authority for Benefits and Risk.

7. C. COVID-19 Update

Mr. Sandoval reported COVID-19 costs through January 31, 2022, were \$32,619,686. On February 14, 2022, staff met with representatives from DFA, FEMA, Department of Homeland Security, and the Governor's Office. The FEMA request was denied for not meeting the requirements of the funding. Staff will continue to record and document COVID-19 spending and explore other funding available.

7. D. IBAC Update

Ms. Martha Quintana, Chief Financial Officer NMPSIA, provided an IBAC update. The IBAC met on January 9, 2022. BCBSNM provided a COVID-19 update. The IBAC discussed implementing a process for timelines for RFP's and securing a project manager for the upcoming Life & Disability benefits RFP.

7. E. Loss Prevention Committee Update

Mr. Quintana reported the Loss Prevention Committee met prior to the RAC to discuss different ideas with respect to loss prevention. He stated the main topics were sexual molestation, cyber security, civil rights, and school violence. The committee plans to bring forth recommendations in the coming months on possible changes to the Loss Prevention Program.

7. F. Rules & Regulations Committee Update

Ms. Trish Ruiz reported the Rules and Regulations Committee met on Tuesday, March 1, 2022. She thanked everyone that joined the meeting. The committee outlined the plan to update rules and regulations and be looking at the administrative portion of the rules first. As the committee moves into Benefits and Risk more individuals will be asked to provide input. The administrative portion will be submitted to Mr. Esquivel by Monday, March 21, 2022, then meet again on March 28, 2022.

7. **G. July Annual Meeting Update**

Mr. Sandoval reported on the available dates at the Inn of the Mountain Gods for the NMPSIA Annual Meeting. Mr. Park asked Ms. Vigil what the room rate will be. Ms. Vigil stated the room rate is \$199.99 per night. After discussion, the Board agreed to hold the meetings on July 20th and July 21st at the Inn of the Mountain Gods in Ruidoso, New Mexico.

8. **Financial Matters**

A. Financial Reports - January 2022 (Action Item)

Ms. Quintana presented the Statement of Revenues and Expenditures for period ending January 31, 2022 for the Employee Benefits Fund. She reported revenue of \$26,607,643.12 and expenses of \$28,212,540.93 which resulted in a loss of \$1,604,897.81 for the month of January.

Ms. Quintana presented the Statement of Revenues and Expenditures for period ending January 31, 2022 for the Risk Fund. She reported revenue of \$6,749,804.07 and expenses of \$6,022,324.13 which resulted in a gain of \$727,479.94 for the month of January.

Ms. Quintana presented the Statement of Revenues and Expenditures for period ending January 31, 2022 for the Program Support Fund. She reported revenue of \$118,324.00 and expenses of \$84,751.04 which resulted in a gain of \$33,572.96 for the month of January.

Ms. Quintana presented the Balance Sheet for the Agency for period ending January 31, 2022. Program Support had total assets of \$821,398.44, total liabilities of \$90,958.84 and total fund equity of \$730,439.60. Employee Benefits had total assets of \$46,153,531.51, total liabilities of \$30,988,883.37 and total fund equity of \$15,164,648.14. Risk had total assets of \$136,181,869.00, total liabilities of \$122,245,659.79 and a total fund equity of \$13,936,209.21. Total combined fund equity for the agency was \$29,831,296.95.

A motion was made to approve the Financial Reports for January 2022 as presented.

MOTION: T. Ruiz

SECONDED: C. Parrino

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent

David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

8. B. Independent Public Accountant Recommendation for FY22 Audit (Action Item)

Mr. Sandoval presented the Independent Public Accountant Recommendation for the FY22 Audit. In February of 2017, the Government Accountability Office of the New Mexico State Auditor released "Procurement in New Mexico Overview". This overview outlines the various methods of procurement. Within the NM Procurement Code, there is a Small Purchase Section. He explained within the section, agencies can enter into professional services less than \$60,000 or \$50,000 if the agency is subject to DFA oversight.

The main consideration is to get the best obtainable price. The average audit fee for agencies the size of NMPSIA is \$125 per hour and Kubiak Melton and Associates propose a charge of \$115 per hour. It is cost-beneficial for the agency to retain the current auditor. Kubiak Melton & Associates has audited the agency for the last 6 years. The proposal for FY22/FY23 is for two years and is in the amount of \$41,483.00.

Mr. Sandoval stated it is the recommendation of the Internal Fiscal Review Committee to approve Kubiak Melton & Associates to perform Audit Services for the years ended June 30, 2022, and 2023.

A motion was made to accept the recommendation of the Internal Fiscal Review Committee to approve Kubiak Melton & Associates to perform Audit Services for the years ended June 30, 2022, and 2023.

MOTION: C. Parrino

SECONDED: S. Quintana

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. **Benefits Matters** (Ms. P. Jaramillo takes the Chair for Mr. A. Park)

9. **A. FY23 Benefits Premium Rate Setting (Action Item)**

Dr. Nura Patani, Segal, reported the BAC reviewed the premium rate setting in detail. She reported the recent experience and historical trends, utilization associated with Covid-19, the impact of Covid-19, and reviewed scenarios and illustrations. The following scenarios were discussed.

Description	Vendor B Illustration (Vendor B's Impact): Max 6.0% Increase FY23; 10.3% Increase FY24; Level Increase FY25-27;	Baseline (Vendor A's Impact): Max 6.0% Increase FY23; Level Increase FY24-27	Scenario A (Vendor A's Impact): Max 6.0% Increase FY23; Level Increase FY24-27; Includes \$15M Relief Reimbursements in FY23	Scenario B (Vendor A's Impact): Max 6.0% Increase FY23; 7.2% Increase FY24; Level Increase FY25-27; Includes \$15M Relief Reimbursements in FY23
Rate Action				
Eff. 10/1/2022	6.0% High Option / EPO 3.2% Low Option	6.0% High Option / EPO 3.2% Low Option	6.0% High Option / EPO 3.2% Low Option	6.0% High Option / EPO 3.2% Low Option
Eff. 10/1/2023	10.3%*	8.3%*	7.9%*	7.2%*
Eff. 10/1/2024	8.1%*	8.3%*	7.9%*	8.3%*
Eff. 10/1/2025	8.1%*	8.3%*	7.9%*	8.3%*
Eff. 10/1/2026	8.1%*	8.3%*	7.9%*	8.3%*
Fund Balance				
End of FY2023	\$1.1 M (0.0 months of claims)	\$5.1 M (0.2 months of claims)	\$20.1 M (0.7 months of claims)	\$20.1 M (0.7 months of claims)
End of FY2024	\$0.0 M (0.0 months of claims)	\$3.1 M (0.1 months of claims)	\$17.1 M (0.6 months of claims)	\$15.5 M (0.5 months of claims)
End of FY2025	\$6.4 M (0.2 months of claims)	\$8.5 M (0.3 months of claims)	\$19.8 M (0.6 months of claims)	\$17.1 M (0.5 months of claims)
End of FY2026	\$19.1 M (0.5 months of claims)	\$19.5 M (0.6 months of claims)	\$26.2 M (0.7 months of claims)	\$24.0 M (0.7 months of claims)
End of FY2027	\$38.0 M (1.0 months of claims)	\$37.6 M (1.0 months of claims)	\$37.6 M (1.0 months of claims)	\$37.6 M (1.0 months of claims)

After discussion, the Board agreed to approve Scenario B.

A motion was made to approve the adoption of Scenario B as outlined.

MOTION: C. Parrino

SECONDED: D. Martinez Jr.

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. **B. Approval of Segal Amendment-Bundled Payment Provider RFP (Action Item)**

Ms. Quintana reported the BAC reviewed the Segal Amendment – Bundled Payment Provider RFP. She stated the amendment would change the scope of work to add this service to the Segal agreement. The total cost will not exceed \$65,000. Ms. Quintana reported it is the recommendation of the BAC to approve the Segal amendment.

A motion was made to approve the amendment as presented.

MOTION: P. Jaramillo

SECONDED: D. Martinez Jr.

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. **C. ESI Amendment to Include Over the Counter COVID Test Cost (Action Item)**

Ms. Quintana reported that on January 10, 2022, the Biden/Harris Administration implemented a mandate that requires insurance companies and group health plans to cover the cost of at home Covid-19 test kits. The mandate began on January 15, 2022. To comply with the mandate, Express Scripts implemented a solution to adhere to the mandate. This amendment is retro-active to January 15, 2022. The cost of \$21,000.00 will be paid from the agency Pharmacy Management Fund, which was established at the beginning of ESI's contract in FY2018. The amendment outlines the implementation and cost. Ms. Quintana stated it is the recommendation of the BAC to approve the ESI amendment.

A motion was made to approve the amendment as presented.

MOTION: S. Quintana

SECONDED: D. Benavidez

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. D. Request for Invitation To Bid for Life & Disability Benefits Manager (Action Item)

Ms. Quintana reported the IBAC is going out for an Invitation to Bid for a Life & Disability Benefits Manager to conduct the RFP. She stated this request will not exceed the \$50,000 threshold under the Department of Finance Model of Accounting Practices. The current agreement with the Standard will expire on June 30, 2023. Staff would like to get a head start on the process to add a vendor for July 1, 2023. Ms. Quintana reported it is the recommendation of the BAC to approve the Request for Invitation to Bid for Life & Disability Benefits Manager as outlined.

A motion was made to approve the Request for Invitation to Bid for Life & Disability Benefits Manager as presented.

MOTION: P. Jaramillo

SECONDED: C. Parrino

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Yes
Daniel Benavidez	Absent
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. **E. ENMU-Portales Resolution to Add Vision (Action Item)**

Ms. Quintana presented a request from ENMU-Portales to add the Davis Vision benefit through NMPSIA. ENMU-Portales has passed a resolution to begin the process. Staff has obtained permission from Davis Vision to add vision coverage for ENMU-Portales. Ms. Quintana stated it was the recommendation of the BAC to approve the request.

A motion was made to approve the request as presented.

MOTION: C. Parrino

SECONDED: D. Martinez Jr.

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Yes
Daniel Benavidez	Absent
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

9. **F. CIGNA Annual Report**

Ms. Katherine Chavez, Benefits and Wellness Operations Manager NMPSIA, presented the Cigna Annual Report. She stated this report was reviewed in detail at the BAC. Cigna reported on the period January 2021 through December 2021 and paid claims through January 2022. Cigna currently had an average of 159 members and as of March 2022, has 302 members. Ms. Chavez reported on catastrophic claims, pediatric well child visits, adult well visits, and behavioral health.

9. **G. Wellness Update**

Ms. Chavez shared the presentation: Finding your Balance-Stress Resilience for Mental Health. This was created in response to member calls and school inquiries. She discussed the definition of stress, concept of mental health, understanding resiliency, types of stress, and signs & symptoms to assess own level of stress. Included in the presentation were addressing the 5 types of resilience, 4 types of stress, and triggers. An overview of behavioral health services options available to NMPSIA members as well as the NMPSIA side-by-side comparison chart was highlighted. This presentation was presented to NEA-NM at their annual meeting recently.

Ms. Chavez reported on the Weight loss challenge. She stated there are 21 teams with a total of 110 participants.

10. Risk Matters

10. A. Loss Reserve and Funding Analysis as of 12/31/2021 (Action Item)

Mr. Aaron Hillebrandt and Mr. Matt Meade, Pinnacle Actuarial Resources, Inc., reviewed the Loss Reserve and Funding Analysis as of 12/31/2021. Mr. Meade reviewed the following items in detail: Actual vs. Expected Loss Development 6/30/2021-12/31/2021 and Drivers of Favorable Development, Ultimate Loss Trends, and Frequency/Severity/Loss Cost Trends for Workers' Compensation and General Liability. Mr. Meade presented the following summary of the results:

Summary of Results – Nominal Loss Reserves

Loss and LAE Reserve Estimates - Nominal Value (Undiscounted) as of 12/31/2021				
		Property & Liability	Workers Compensation	Total
Claim Reserves		\$21,089,273	\$13,344,381	\$34,433,654
IBNR Reserves	Low	30,879,845	17,361,515	48,241,360
	Central	33,957,127	19,822,903	53,780,031
	High	37,034,409	22,284,292	59,318,701
Total Reserves	Low	51,969,118	30,705,896	82,675,014
	Central	55,046,400	33,167,285	88,213,685
	High	58,123,682	35,628,673	93,752,355

Summary of Results – Discounted Loss Reserves

Loss and LAE Reserve Estimates - Present Value (Discounted) as of 12/31/2021				
		Property & Liability	Workers Compensation	Total
Claim Reserves		\$20,301,038	\$12,214,024	\$32,515,062
IBNR Reserves	Low	29,549,448	15,811,099	45,360,547
	Central	32,498,061	18,050,376	50,548,436
	High	35,446,673	20,289,653	55,736,326
Total Reserves	Low	49,850,486	28,025,122	77,875,609
	Central	52,799,099	30,264,400	83,063,498
	High	55,747,711	32,503,677	88,251,388

Summary of Results – Prospective Funding

Funding Estimate - Nominal Value (Undiscounted) as of 12/31/2021			
Policy Period	Property & Liability	Workers Compensation	Total
2022-2023	\$27,843,023	\$12,660,197	\$40,503,221
2023-2024	30,189,560	12,945,119	43,134,678
2024-2025	32,748,295	13,237,019	45,985,314

Funding Estimate - Present Value (Discounted) as of 12/31/2021			
Policy Period	Property & Liability	Workers Compensation	Total
2022-2023	\$26,162,427	\$11,721,962	\$37,884,389
2023-2024	28,368,676	11,985,768	40,354,444
2024-2025	30,774,394	12,256,036	43,030,430

A motion was made to approve the Loss Reserve and Funding Analysis as of 12/31/2021.

MOTION: S. Quintana

SECONDED: D. Benavidez

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Yes
Daniel Benavidez	Absent
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

10. B. FY23 Risk Premium Rate Setting (Action Item)

Mr. Sandoval reviewed the FY23 Risk Premium Rate Setting Methodology. He explained that the projections were discussed in detail at the Risk Advisory Committee meeting including the methodology and preliminary scenarios. He reviewed the different scenarios which included the Base, Scenario A, Scenario B, Scenario C, and Scenario D. He explained that the Risk Advisory Committee considered Scenario B and Scenario D and after discussion, the decision was to go with Scenario D. The difference between Scenario B and Scenario D is .35% and it would be fiscally prudent to go with Scenario D.

NMPSIA Risk Premium Income						
Description		Base Flat	Scenario A	Scenario B	Scenario C	Scenario D
Rate Action		Rolling 5-year	Rolling 5-year	Rolling 5-year	Rolling 5-year	Rolling 5-year
Effective	FY23 7/1/2022	14.09%	4.57%	6.38%	6.50%	6.73%
Effective	FY24 7/1/2023	4.06%	7.75%	6.38%	6.50%	6.73%
Effective	FY25 7/1/2024	6.02%	7.75%	7.21%	6.50%	6.73%
Effective	FY26 7/1/2025	3.38%	7.75%	7.21%	6.50%	6.73%
Effective	FY27 7/1/2026	3.66%	7.75%	7.24%	9.72%	6.73%
Premium Income						
Effective	FY23 7/1/2022	\$ 99,209,394	\$ 90,929,394	\$ 92,504,394	\$ 92,609,394	\$ 92,811,111
Effective	FY24 7/1/2023	\$ 103,237,295	\$ 97,976,422	\$ 98,406,174	\$ 98,629,005	\$ 99,057,299
Effective	FY25 7/1/2024	\$ 109,452,181	\$ 105,569,595	\$ 105,501,260	\$ 105,039,890	\$ 105,723,855
Effective	FY26 7/1/2025	\$ 113,151,664	\$ 113,751,238	\$ 113,107,900	\$ 111,867,483	\$ 112,839,070
Effective	FY27 7/1/2026	\$ 117,293,015	\$ 122,566,959	\$ 121,296,912	\$ 122,741,002	\$ 120,433,140

Mr. Sandoval stated it was the recommendation of the RAC to approve Scenario D.

A motion was made to recommend approval of Scenario D.

MOTION: D. Benavidez

SECONDED: S. Quintana

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Absent
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Yes
Daniel Benavidez	Absent
Tim Crone	Yes
Bethany Jarrell	Yes
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

10. C. TPA Reports

1. Property & Liability Monthly Claims Report

Mr. Steve Vanetsky, CCMSI, reported on the Property & Liability Monthly Claims Report for the month of January 2022. There were 327 open claims, 39 new claims, and 34 claims were closed. Reserves were at \$39,655,772.69 and payments were \$25,271,389.53 for a total of \$64,927,162.22.

2. Property & Liability Large Losses

Mr. Vanetsky reported there were two large property claims due to a freeze event in February. The first claim was in Estancia for an overhead frozen water line rupture and damage to the high school gym floor and cafeteria. The second claim was in Pecos at the middle school for flooding on the gym floor.

3. Workers' Compensation Monthly Claims Report

Mr. Jerry Mayo, CCMSI, provided the Workers' Compensation Monthly Claims Report for Districts as of January 31, 2022. During the month of January, there were 866 open claims, 153 new claims, 15 claims were reopened, and 169 claims were closed. Reserves were at \$14,489,274.20 and payments were \$48,072,949.17 for a total of \$62,562,223.37.

Mr. Mayo reported on the Workers' Compensation Monthly Claims Report for Charter Schools as of January 31, 2022. During the month of January, there were 44 open claims, 5 new claims, 1 claim was re-opened and 4 claims were closed. Reserves were at \$941,281.61 and payments were \$1,597,948.81 for a total of \$2,539,230.42.

4. Workers' Compensation Large Losses

Mr. Mayo reported there were 3 large losses during the month of January. The first was an individual at Gallup with a right femur fracture who was airlifted to Amarillo. The total for this claim was \$ 305,000. The second claim involved a coach at Lovington that was hit by a player during practice and injured his shoulder. The total for this claim was \$64,000. The third claim involved a person at Gadsden trying to stop two students fighting. The individual requires a total knee replacement and reserves were at \$153,000.

11. Loss Prevention Update

Ms. Julie Garcia, Poms & Associates, provided an update on Vector Solutions. She reported 7 schools were added and 662 more individuals have taken the training. She stated there should be a large increase next school year.

Mr. Larry Vigil, Poms & Associates, reported during the month of January there were 626 total recommendations followed up on, 15 capital improvements, and 611 non-capital recommendations. Mr. Vigil reported 507 were corrected in the non-capital category, which is an 82.98% abatement for the month. The total percent corrected overall was 63.10% for the month of January.

Mr. Vigil reported there have been questions about using water fountains again after a long period of time, not in use. He stated staff has generated a handout providing guidance to schools on cleaning and flushing water fountain systems.

12. General Discussion (Mr. A. Park takes the Chair)

Mr. Benavidez shared that the Superintendents Association and NMAA are looking at policies to address fan behavior that include students, parents and other attendees.

13. Next Meeting Date and Location: Thursday, April 7, 2022

Location: TBD

The next meeting will be held on April 7, 2022, at Poms & Associates, 201 3rd Street, Suite 1400, Albuquerque, NM 87102. There will be a remote option available.

14. Adjournment (Action Item)

A motion was made to adjourn the meeting at 10:27 a.m.

MOTION: S. Quintana

SECONDED: C. Parrino

A roll call vote was taken

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice-President	Yes
Pauline Jaramillo, Secretary	Yes
Denise Baldares	Absent
Daniel Benavidez	Yes
Tim Crone	Yes
Bethany Jarrell	Absent
K.T. Manis	Absent
David Martinez Jr.	Yes
Sammy Quintana	Yes
Trish Ruiz	Yes

Vote carried unanimously.

APPROVED:

Mr. Alfred Park, President

Public Schools Insurance Authority



Board Meeting

Fiscal Year 2022

February 2022 Financial Reports

April 07, 2022

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Employee Benefits Fund
From 2/1/2022 Through 2/28/2022

	Prior Year Current Period Actual	Current Period Actual	Current Period % Change	Prior Year Actual	Current Year Actual	Current Year % Change
Revenue						
Premiums (Health Insurance Assessments)	27,049,789.68	27,584,721.75	1.98	212,733,844.57	217,180,235.50	2.09
Interest Income (Wells Fargo, LGIP)	5,475.06	2,637.16	(51.83)	59,624.70	26,245.07	(55.98)
Investment Income (SIC)	362,927.63	(462,991.85)	(227.57)	4,039,516.90	(793,144.71)	(119.63)
Miscellaneous Income (Rx Rebates, Penalties, Subros, Etc)	0.00	39,587.76	100.00	0.00	40,587.76	100.00
Total Revenue	27,418,192.37	27,163,954.82	(0.93)	216,832,986.17	216,453,923.62	(0.17)
Expenditures						
Medical Claims Expense	16,403,623.75	20,731,544.12	26.38	150,688,039.94	173,982,083.61	15.46
Prescription Claims Expense	3,197,823.47	3,662,681.32	14.54	28,590,131.88	28,664,903.63	0.26
Dental Claims Expense	1,174,446.95	1,084,395.58	(7.67)	8,959,822.73	8,687,981.54	(3.03)
Premiums (Life, Vision)	1,067,321.31	1,118,690.37	4.81	8,267,616.93	8,482,207.58	2.60
Claims Administration Fees (Medical, Dental, Rx)	1,438,429.28	1,560,210.16	8.47	11,351,345.15	12,149,855.13	7.03
Contractual Services (Erisa, Segal, Legal, Etc)	206,153.80	208,596.80	1.19	1,704,958.93	1,760,305.55	3.25
Other Expenses	0.00	52,200.00	100.00	440.46	52,200.00	11,751.25
Transfer to Program Support	58,375.00	59,166.00	1.36	467,000.00	473,336.00	1.36
Total Expenditures	23,546,173.56	28,477,484.35	20.94	210,029,356.02	234,252,873.04	11.53
Net Revenue & Expenditures	3,872,018.81	(1,313,529.53)	(133.92)	6,803,630.15	(17,798,949.42)	(361.61)

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Risk Fund
From 2/1/2022 Through 2/28/2022

	Prior Year Current Period Actual	Current Period Actual	Current Period % Change	Prior Year Actual	Current Year Actual	Current Year % Change
Revenue						
Premiums (Risk Insurance Assessments)	6,922,434.00	7,246,967.00	4.69	55,379,494.00	57,970,916.07	4.68
Interest Income (Wells Fargo, LGIP)	10,648.94	8,513.10	(20.06)	122,563.88	68,752.56	(43.90)
Investment Income (SIC)	154,827.74	(197,221.38)	(227.38)	1,722,818.62	(337,693.67)	(119.60)
Total Revenue	7,087,910.68	7,058,258.72	(0.42)	57,224,876.50	57,701,974.96	0.83
Expenditures						
Property - Liability Claims Expense						
Property Claims	1,057,838.31	1,119,150.70	5.80	6,135,240.04	5,212,489.20	(15.04)
Liability Claims	1,136,231.88	1,357,626.10	19.48	6,707,660.79	16,916,752.36	152.20
P-L Provisions for Losses	(797,620.71)	(1,330,053.16)	66.75	15,861,195.37	(1,489,977.36)	(109.39)
P-L Excess Recoveries	(336,840.63)	(57,748.93)	(82.86)	(593,217.16)	(7,079,191.79)	1,093.36
Total Property - Liability Claims Expense	1,059,608.85	1,088,974.71	2.77	28,110,879.04	13,560,072.41	(51.76)
Workers' Compensation Claims Expense	297,747.09	1,048,650.75	252.20	5,242,840.77	6,692,098.77	27.64
Property Excess Coverage Premium	2,114,445.00	2,374,974.00	12.32	16,915,567.00	18,999,786.00	12.32
Liability Excess Coverage Premium	1,437,243.00	1,622,917.00	12.92	11,497,944.00	12,983,332.00	12.92
Workers' Compensation Excess Coverage Premium	49,432.00	39,098.00	(20.91)	395,466.00	312,375.00	(21.01)
Student Catastrophic Insurance Premium	19,949.00	18,092.00	(9.31)	139,644.77	144,741.47	3.65
Equipment Breakdown Insurance Premium	27,585.00	31,280.00	13.39	220,694.60	250,252.60	13.39
Property - Liability Claims Administration Fees	88,095.73	91,147.15	3.46	704,765.78	729,177.20	3.46
Workers' Compensation Claims Administration Fees	97,306.90	100,680.78	3.47	778,455.21	805,446.24	3.47
Contractual Services (Erisa, Poms, CCMSI, Legal, Etc)	261,507.54	269,277.38	2.97	2,871,373.71	2,989,563.45	4.12
Other Expenses (Training, Etc.)	0.00	0.00	0.00	90.70	0.00	(100.00)
Transfer to Program Support	58,375.00	59,158.00	1.34	467,000.00	473,268.00	1.34
Total Expenditures	5,511,295.11	6,744,249.77	22.37	67,344,721.58	57,940,113.14	(13.96)
Net Revenue & Expenditures	1,576,615.57	314,008.95	(80.08)	(10,119,845.08)	(238,138.18)	(97.65)

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Program Support Fund
From 2/1/2022 Through 2/28/2022

	Prior Year Current Period Actual	Current Period Actual	Current Period % Change	Prior Year Actual	Current Year Actual	Current Year % Change
Revenue						
Transfers from Other Funds (Benefits, Risk)	116,750.00	118,324.00	1.35	934,000.00	946,604.00	1.35
Total Revenue	116,750.00	118,324.00	1.35	934,000.00	946,604.00	1.35
Expenditures						
Contractual Services (Professional, Audit, Legal, Etc)	3,235.06	2,980.01	(7.88)	58,967.76	57,313.38	(2.81)
Other Expenses (Travel, Maint., Supplies, Utilities, Etc.)	7,054.82	6,945.13	(1.55)	73,214.62	90,547.20	23.67
Per Svc/Ben (Salaries, Fringe Benefits)	79,653.24	73,700.97	(7.47)	673,669.21	739,635.16	9.79
Total Expenditures	89,943.12	83,626.11	(7.02)	805,851.59	887,495.74	10.13
Net Revenue & Expenditures	26,806.88	34,697.89	29.44	128,148.41	59,108.26	(53.88)

NM Public Schools Insurance Authority

Balance Sheet

As of 2/28/2022

	Program Support	Employee Benefits	Risk	Total
ASSETS				
Cash (Wells Fargo/State Treasurer)	598,306.87	2,617,095.98	9,989,569.58	13,204,972.43
Short-term Investments (LGIP)	0.00	15,975,131.42	72,214,098.11	88,189,229.53
Long-term Investments (SIC)	0.00	25,761,877.30	10,986,207.31	36,748,084.61
Receivables (LGIP Int., W/C Excess Carrier)	0.00	41,777.22	18,953,593.96	18,995,371.18
Prepaid Premiums (Risk Excess Coverage)	0.00	0.00	16,345,444.00	16,345,444.00
Other Assets (Deposits, Furniture, Fxtures, Equip., Etc)	256,310.13	0.00	256,000.00	512,310.13
Total ASSETS	<u>854,617.00</u>	<u>44,395,881.92</u>	<u>128,744,912.96</u>	<u>173,995,411.88</u>
LIABILITIES				
Accounts Payable (Admin Fees)	234.77	1,524,798.16	457,898.22	1,982,931.15
Case Reserves (P/L, W/C)	0.00	0.00	35,010,355.48	35,010,355.48
IBNR (Incurred But Not Reported)	0.00	22,924,224.00	49,181,129.00	72,105,353.00
Claims Payable (Medical, Dental, P/L, W/C)	0.00	6,017,351.50	925,944.10	6,943,295.60
Deferred Revenue (Self-Pays, P/L, W/C Premiums)	0.00	78,389.65	28,987,868.00	29,066,257.65
Other (Payroll Taxes, Benefits, Compensated Absences Payable)	89,244.74	0.00	0.00	89,244.74
Total LIABILITIES	<u>89,479.51</u>	<u>30,544,763.31</u>	<u>114,563,194.80</u>	<u>145,197,437.62</u>
FUND EQUITY				
Beginning Fund Equity	706,029.23	31,650,068.03	14,419,856.34	46,775,953.60
Net Revenue & Expenditures (Year-to-Date)	59,108.26	(17,798,949.42)	(238,138.18)	(17,977,979.34)
Total FUND EQUITY	<u>765,137.49</u>	<u>13,851,118.61</u>	<u>14,181,718.16</u>	<u>28,797,974.26</u>



NMPSIA BOARD REPORT SUMMARY - LIABILITY AND PROPERTY
02-28-2022

ALL YEARS TOTAL OPEN CLAIMS FOR LIABILITY AS OF FEBRUARY 28, 2022							ALL YEARS TOTAL OPEN CLAIMS FOR PROPERTY AS OF FEBRUARY 28, 2022						GRAND TOTALS	
	NUMBER OF	NUMBER OF	NUMBER OF				NUMBER OF	NUMBER OF	NUMBER OF				TOTAL	
SCHOOL DISTRICT	CLAIMS OPEN	NEW CLAIMS	CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	CLAIMS OPEN	NEW CLAIMS	CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	CLAIMS OPEN	GRAND TOTAL
SUBTOTAL - DISTRICTS	241	33	25	\$27,382,143.19	\$6,055,445.40	\$33,437,588.59	75	11	3	\$9,675,087.58	\$16,353,421.14	\$26,028,508.72	316	\$59,466,097.31
SUBTOTAL - CHARTER SCHOOLS	20	2	5	\$4,646,495.51	\$2,589,017.45	\$7,235,512.96	6	1	1	\$3,557.00	\$968.95	\$4,525.95	26	\$7,240,038.91
GRAND TOTAL	261	35	30	\$32,028,638.70	\$8,644,462.85	\$40,673,101.55	81	12	4	\$9,678,644.58	\$16,354,390.09	\$26,033,034.67	342	\$66,706,136.22

CHANGE FROM PRIOR MONTH SCHOOL DISTRICT	CURRENT CHANGES LIABILITY CLAIMS FROM PRIOR MONTH						CURRENT CHANGES PROPERTY CLAIMS FROM PRIOR MONTH						CURRENT CHANGES	
	CLAIMS OPEN	NEW CLAIMS	CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	CLAIMS OPEN	NEW CLAIMS	CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	CLAIMS OPEN	GRAND TOTAL
SUBTOTAL - DISTRICTS	10	6	0	\$2,666,571.13	(\$1,422,968.56)	\$1,243,602.57	8	3	(3)	(\$558,044.17)	\$1,027,604.60	\$469,560.43	18	\$1,713,163.00
SUBTOTAL - CHARTER SCHOOLS	(3)	(1)	2	(\$57,015.16)	\$128,127.16	\$71,112.00	0	0	1	(\$1.21)	(\$5,299.79)	(\$5,301.00)	(3)	\$65,811.00
GRAND TOTAL	7	5	2	\$2,609,555.97	(\$1,294,841.40)	\$1,314,714.57	8	3	(2)	(\$558,045.38)	\$1,022,304.81	\$464,259.43	15	\$1,778,974.00

HISTORY	MONTH TOTAL						MONTH TOTAL CHANGES FROM PRIOR MONTH TOTAL					
Monthly Totals	Open Claims	New Claims	Closed Claims	RESERVE	PAYMENTS	TOTAL	Open Claims	New Claims	Closed Claims	RESERVE	PAYMENTS	TOTAL
February - 2022	342	47	34	\$41,707,283.28	\$24,998,852.94	\$66,706,136.22	15	8	0	\$2,051,510.59	(\$272,536.59)	\$1,778,974.00
January - 2022	327	39	34	\$39,655,772.69	\$25,271,389.53	\$64,927,162.22	7	4	(17)	(\$2,780,159.39)	(\$279,539.15)	(\$3,059,698.54)
December - 2021	320	35	51	\$42,435,932.08	\$25,550,928.68	\$67,986,860.76	(14)	(12)	13	\$733,971.22	(\$846,129.80)	(\$112,158.58)
November - 2021	334	47	38	\$41,701,960.86	\$26,397,058.48	\$68,099,019.34	16	13	(12)	\$428,298.90	(\$140,259.94)	\$288,038.96
October - 2021	318	34	50	\$41,273,661.96	\$26,537,318.42	\$67,810,980.38	(11)	(17)	(1)	\$387,615.58	\$1,047,331.60	\$1,434,947.18
September - 2021	329	51	51	\$40,886,046.38	\$25,489,986.82	\$66,376,033.20	1	(2)	7	(\$1,015,326.68)	(\$14,926,877.83)	(\$15,942,204.51)
August - 2021	328	53	44	\$41,901,373.06	\$40,416,864.65	\$82,318,237.71	13	26	23	(\$6,602,301.51)	\$8,714,729.10	\$2,112,427.59
July - 2021	315	27	21	\$48,503,674.57	\$31,702,135.55	\$80,205,810.12	10	(6)	(14)	(\$9,463,560.36)	\$917,883.95	(\$8,545,676.41)
June - 2021	305	33	35	\$57,967,234.93	\$30,784,251.60	\$88,751,486.53	(1)	6	3	(\$7,958,945.25)	\$7,182,105.43	(\$776,839.82)
May - 2021	306	27	32	\$65,926,180.18	\$23,602,146.17	\$89,528,326.35	(1)	(17)	(12)	(\$3,911,820.87)	\$2,197,081.64	(\$1,714,739.23)
April - 2021	307	44	44	\$69,838,001.05	\$21,405,064.53	\$91,243,065.58	(4)	(11)	(20)	\$664,221.97	\$850,627.02	\$1,514,848.99
March - 2021	311	55	64	\$69,173,779.08	\$20,554,437.51	\$89,728,216.59	5	23	29	\$1,736,847.96	(\$1,879,101.28)	(\$142,253.32)
February - 2021	306	32	35	\$67,436,931.12	\$22,433,538.79	\$89,870,469.91	0	6	5	\$1,663,112.17	\$860,697.63	\$2,523,809.80
January - 2021	306	26	30	\$65,773,818.95	\$21,572,841.16	\$87,346,660.11	3	3	(7)	\$3,370,469.11	\$580,052.17	\$3,950,521.28
December - 2020	303	23	37	\$62,403,349.84	\$20,992,788.99	\$83,396,138.83	(10)	(8)	(6)	(\$581,271.80)	\$177,982.64	(\$403,289.16)
November - 2020	313	31	43	\$62,984,621.64	\$20,814,806.35	\$83,799,427.99	(11)	(1)	(2)	(\$367,874.33)	(\$1,858,671.89)	(\$2,226,546.22)
October - 2020	324	32	45	\$63,352,495.97	\$22,673,478.24	\$86,025,974.21	(8)	(11)	1	(\$1,061,841.28)	\$338,457.26	(\$723,384.02)
September - 2020	332	43	44	\$64,414,337.25	\$22,335,020.98	\$86,749,358.23	5	(3)	(6)	\$4,366,893.14	(\$3,456,682.77)	\$910,210.37
August - 2020	327	46	50	\$60,047,444.11	\$25,791,703.75	\$85,839,147.86	(2)	12	(13)	\$2,049,364.59	\$207,038.63	\$2,256,403.22
July - 2020	329	34	63	\$57,998,079.52	\$25,584,665.12	\$83,582,744.64	(13)	6	10	\$623,995.55	(\$503,018.35)	\$120,977.20
June - 2020	342	28	53	\$57,374,083.97	\$26,087,683.47	\$83,461,767.44	(16)	0	5	\$6,269,195.94	(\$2,612,598.40)	\$3,656,597.54
May - 2020	358	28	48	\$51,104,888.03	\$28,700,281.87	\$79,805,169.90	(17)	(5)	(7)	(\$1,001,774.21)	\$212,572.70	(\$789,201.51)
April - 2020	375	33	55	\$52,106,662.24	\$28,487,709.17	\$80,594,371.41	(18)	(26)	(5)	\$9,055,092.07	(\$1,810,158.40)	\$7,244,933.67
March - 2020	393	59	60	\$43,051,570.17	\$30,297,867.57	\$73,349,437.74	(27)	6	(10)	\$4,121,623.47	(\$362,590.96)	\$3,759,032.51
February - 2020	420	53	70	\$38,929,946.70	\$30,660,458.53	\$69,590,405.23	(13)	0	3	(\$1,238,603.78)	(\$1,510,281.42)	(\$2,748,885.20)
January - 2020	433	53	67	\$40,168,550.48	\$32,170,739.95	\$72,339,290.43	(7)	(14)	(15)	(\$2,507,472.41)	\$7,475,585.61	\$4,968,113.20
December - 2019	440	67	82	\$42,676,022.89	\$24,695,154.34	\$67,371,177.23	(6)	18	16	(\$2,236,179.20)	(\$18,093,649.00)	(\$20,329,828.20)
November - 2019	446	49	66	\$44,912,202.09	\$42,788,803.34	\$87,701,005.43	(14)	(28)	6	(\$528,488.93)	\$1,391,292.16	\$662,803.23
October - 2019	460	77	60	\$45,440,691.02	\$41,397,511.18	\$86,838,202.20	18	(5)	16	\$614,136.14	\$951,617.93	\$1,565,754.07
September - 2019	442	82	44	\$44,826,554.88	\$40,445,893.25	\$85,272,448.13	43	38	(14)	\$1,132,687.96	\$649,885.94	\$1,782,573.90
August - 2019	399	44	58	\$43,693,866.92	\$39,796,007.31	\$83,489,874.23	(9)	(2)	(10)	(\$542,517.22)	\$10,512,370.30	\$9,969,853.08
July - 2019	408	46	68	\$44,236,384.14	\$29,283,637.01	\$73,520,021.15	(14)	(5)	15	\$1,018,508.88	\$2,965,261.93	\$3,983,770.81



NMPSIA BOARD REPORT

ALL YEARS TOTAL														
OPEN CLAIMS FOR WORKERS' COMPENSATION AS OF February 28, 2022														
SCHOOL DISTRICT	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
HISTORY	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
FEBRUARY-2022	+2	868	+0	15	+13	166	+10	179	+\$168,625	\$14,657,898.88	(\$178,556)	\$47,894,392.95	(\$9,932)	\$ 62,552,291.83
JANUARY-2022	(1)	866	+2	15	+52	153	(1)	169	+\$204,865	\$14,489,274.20	(\$236,518)	\$48,072,949.17	(\$31,653)	\$ 62,562,223.37
	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
HISTORY	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
FEBRUARY-2022	+2	868	+0	15	+13	166	+10	179	+\$168,625	\$14,657,898.88	(\$178,556)	\$47,894,392.95	(\$9,932)	\$ 62,552,291.83
JANUARY-2022	(1)	866	+2	15	+52	153	(1)	169	+\$204,865	\$14,489,274.20	(\$236,518)	\$48,072,949.17	(\$31,653)	\$ 62,562,223.37
DECEMBER-2021	(56)	867	(9)	13	(67)	101	(54)	170	(\$73,386)	\$14,284,409.04	(\$316,376)	\$48,309,467.44	(\$389,761)	\$ 62,593,876.48
NOVEMBER-2021	(34)	923	(17)	22	(34)	168	+35	224	(\$299,608)	\$14,357,794.86	(\$450,346)	\$48,625,842.94	(\$749,954)	\$ 62,983,637.80
OCTOBER-2021	+52	957	+23	39	(40)	202	(12)	189	+\$756,885	\$14,657,403.06	(\$111,683)	\$49,076,188.93	+\$645,202	\$ 63,733,591.99
SEPTEMBER-2021	+57	905	+2	16	+27	242	+10	201	+\$71,559	\$13,900,518.15	(\$403,273)	\$49,187,872.17	(\$331,714)	\$ 63,088,390.32
AUGUST-2021	+38	848	+1	14	+154	215	+91	191	(\$27,930)	\$13,828,959.45	(\$136,432)	\$49,591,145.27	(\$164,361)	\$ 63,420,104.72
JULY-2021	(26)	810	(5)	13	(20)	61	(10)	100	(\$179,232)	\$13,856,889.02	+\$301,019	\$49,727,577.14	+\$121,788	\$ 63,584,466.16
JUNE-2021	(11)	836	(3)	18	(67)	81	(26)	110	(\$8,065)	\$14,036,120.59	(\$289,351)	\$49,426,557.96	(\$297,416)	\$ 63,462,678.55
MAY-2021	+33	847	+13	21	(40)	148	(1)	136	(\$372,986)	\$14,044,185.65	(\$262,097)	\$49,715,908.54	(\$635,083)	\$ 63,760,094.19
APRIL-2021	+59	814	(4)	8	+63	188	+38	137	(\$26,222)	\$14,417,171.69	+\$34,571	\$49,978,005.34	+\$8,349	\$ 64,395,177.03
MARCH-2021	+38	755	+6	12	+29	125	(5)	99	+\$322,358	\$14,443,393.30	+\$53,478	\$49,943,434.55	+\$375,835	\$ 64,386,827.85
FEBRUARY-2021	(2)	717	(8)	6	+39	96	+19	104	(\$347,549)	\$14,121,035.63	(\$98,645)	\$49,889,956.94	(\$446,193)	\$ 64,010,992.57
JANUARY-2021	(14)	719	+5	14	+8	57	(28)	85	(\$21,541)	\$14,468,584.16	+\$284,394	\$49,988,601.75	+\$262,853	\$ 64,457,185.91
DECEMBER-2020	(55)	733	(2)	9	(19)	49	(5)	113	(\$140,827)	\$14,490,125.38	(\$815,625)	\$49,704,207.32	(\$956,451)	\$ 64,194,332.70
NOVEMBER-2020	(39)	788	(1)	11	(34)	68	+10	118	+\$256,577	\$14,630,952.20	(\$497,463)	\$50,519,831.99	(\$240,886)	\$ 65,150,784.19
OCTOBER-2020	+6	827	+4	12	(7)	102	+12	108	(\$179,532)	\$14,374,375.16	+\$29,412	\$51,017,294.97	(\$150,120)	\$ 65,391,670.13
SEPTEMBER-2020	+21	821	+2	8	+33	109	+6	96	(\$223,317)	\$14,553,906.93	+\$19,544	\$50,987,883.44	(\$203,773)	\$ 65,541,790.37
AUGUST-2020	(8)	800	(3)	6	+45	76	+20	90	+\$6,035	\$14,777,223.97	(\$203,860)	\$50,968,339.27	(\$197,825)	\$ 65,745,563.24
JULY-2020	(28)	808	+0	9	(9)	31	(31)	70	(\$192,135)	\$14,771,188.76	+\$115,265	\$51,172,199.03	(\$76,870)	\$ 65,943,387.79
JUNE-2020	(52)	836	(2)	9	(3)	40	+0	101	(\$65,519)	\$14,963,323.51	+\$171,712	\$51,056,933.96	+\$106,193	\$ 66,020,257.47
MAY-2020	(47)	888	(3)	11	+5	43	(48)	101	+\$80,413	\$15,028,842.93	(\$685,831)	\$50,885,221.68	(\$605,418)	\$ 65,914,064.61
APRIL-2020	(97)	935	(10)	14	(88)	38	(84)	149	(\$387,956)	\$14,948,429.98	(\$707,090)	\$51,571,052.40	(\$1,095,046)	\$ 66,519,482.38
MARCH-2020	(83)	1,032	(5)	24	(132)	126	+23	233	(\$465,833)	\$15,336,386.15	(\$111,414)	\$52,278,142.52	(\$577,247)	\$ 67,614,528.67
FEBRUARY-2020	+77	1,115	(7)	29	+27	258	(49)	210	+\$374,372	\$15,802,218.71	+\$274,161	\$52,389,556.80	+\$648,533	\$ 68,191,775.51
JANUARY-2020	+8	1,038	+14	36	+31	231	+7	259	+\$313,853	\$15,427,846.88	(\$838,082)	\$52,115,395.98	(\$524,229)	\$ 67,543,242.86



NMPSIA BOARD REPORT

ALL YEARS TOTAL														
OPEN CLAIMS FOR WORKERS' COMPENSATION AS OF FEBRUARY 28, 2022														
CHARTER SCHOOL	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
HISTORY	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
FEBRUARY-2022	(5)	39	(1)	0	+0	5	+6	10	(\$10,262)	\$ 931,019.99	+\$9,860	\$ 1,607,808.58	(\$402)	\$2,538,828.57
JANUARY-2022	+2	44	+0	1	+1	5	(2)	4	(\$57,788)	\$ 941,281.61	+\$15,719	\$ 1,597,948.81	(\$42,069)	\$2,539,230.42
CHARTER SCHOOL	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
HISTORY	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
FEBRUARY-2022	(5)	39	(1)	0	+0	5	+6	10	(\$10,262)	\$ 931,019.99	+\$9,860	\$ 1,607,808.58	(\$402)	\$2,538,828.57
JANUARY-2022	+2	44	+0	1	+1	5	(2)	4	(\$57,788)	\$ 941,281.61	+\$15,719	\$ 1,597,948.81	(\$42,069)	\$2,539,230.42
DECEMBER-2021	(1)	42	+1	1	(5)	4	(1)	6	+\$372,644	\$ 999,069.99	+\$11,921	\$ 1,582,229.46	+\$384,565	\$2,581,299.45
NOVEMBER-2021	+2	43	(1)	0	(1)	9	(1)	7	+\$78,324	\$ 626,426.25	(\$25,354)	\$ 1,570,308.41	+\$52,971	\$2,196,734.66
OCTOBER-2021	+3	41	+1	1	+3	10	+5	8	(\$27,115)	\$ 548,101.87	+\$28,569	\$ 1,595,662.06	+\$1,454	\$2,143,763.93
SEPTEMBER-2021	+4	38	+0	0	+0	7	+0	3	(\$14,313)	\$ 575,216.83	+\$44,220	\$ 1,567,093.53	+\$29,907	\$2,142,310.36
AUGUST-2021	+4	34	+0	0	+5	7	+1	3	(\$37,112)	\$ 589,529.88	+\$93,512	\$ 1,522,873.45	+\$56,401	\$2,112,403.33
JULY-2021	+0	30	(2)	0	(1)	2	+0	2	+\$137	\$ 626,641.48	+\$54,157	\$ 1,429,361.01	+\$54,294	\$2,056,002.49
JUNE-2021	+3	30	+1	2	+1	3	+1	2	+\$25,924	\$ 626,504.44	(\$241,619)	\$ 1,375,203.90	(\$215,694)	\$2,001,708.34
MAY-2021	+2	27	+1	1	(8)	2	(7)	1	(\$236,571)	\$ 600,580.03	+\$270,654	\$ 1,616,822.49	+\$34,082	\$2,217,402.52
APRIL-2021	+2	25	(1)	0	+9	10	+6	8	+\$5,731	\$ 837,151.09	(\$21,219)	\$ 1,346,168.99	(\$15,488)	\$2,183,320.08
MARCH-2021	+0	23	+1	1	+0	1	(1)	2	(\$21,294)	\$ 831,419.61	(\$28,199)	\$ 1,367,388.38	(\$49,493)	\$2,198,807.99
FEBRUARY-2021	(2)	23	(1)	0	+1	1	+1	3	(\$50,003)	\$ 852,714.04	+\$33,083	\$ 1,395,586.97	(\$16,921)	\$2,248,301.01
JANUARY-2021	(1)	25	+1	1	(3)	0	(3)	2	(\$12,366)	\$ 902,717.50	+\$21,800	\$ 1,362,504.31	+\$9,434	\$2,265,221.81
DECEMBER-2020	(2)	26	+0	0	+2	3	+1	5	(\$7,508)	\$ 915,083.31	(\$8,604)	\$ 1,340,704.56	(\$16,112)	\$2,255,787.87
NOVEMBER-2020	(3)	28	(1)	0	(2)	1	+2	4	+\$94,090	\$ 922,591.45	(\$87,448)	\$ 1,349,308.47	+\$6,642	\$2,271,899.92
OCTOBER-2020	+1	31	+0	1	(2)	3	(3)	2	+\$229,281	\$ 828,501.88	+\$129,497	\$ 1,436,756.04	+\$358,779	\$2,265,257.92
SEPTEMBER-2020	+1	30	+0	1	+4	5	+1	5	+\$15,865	\$ 599,220.63	+\$27,958	\$ 1,307,258.66	+\$43,823	\$1,906,479.29
AUGUST-2020	(2)	29	+1	1	+1	1	+1	4	(\$30,160)	\$ 583,356.09	+\$3,290	\$ 1,279,300.32	(\$26,870)	\$1,862,656.41
JULY-2020	(1)	31	(1)	0	(2)	0	+0	3	+\$14,082	\$ 613,515.68	+\$9,819	\$ 1,276,010.55	+\$23,901	\$1,889,526.23
JUNE-2020	+0	32	+0	1	+2	2	+2	3	(\$29,687)	\$ 599,433.75	+\$22,997	\$ 1,266,191.06	(\$6,690)	\$1,865,624.81
MAY-2020	+0	32	(1)	1	(3)	0	(5)	1	+\$6,075	\$ 629,120.81	+\$12,838	\$ 1,243,194.00	+\$18,913	\$1,872,314.81
APRIL-2020	(1)	32	+1	2	+1	3	(5)	6	(\$85,694)	\$ 623,046.15	(\$186,145)	\$ 1,230,355.78	(\$271,838)	\$1,853,401.93
MARCH-2020	(8)	33	+1	1	(42)	2	(3)	11	+\$14,058	\$ 708,739.78	+\$27,195	\$ 1,416,500.31	+\$41,253	\$2,125,240.09
FEBRUARY-2020	(3)	41	(1)	0	+36	44	+2	14	(\$19,515)	\$ 694,681.78	(\$63,159)	\$ 1,389,305.39	(\$82,674)	\$2,083,987.17
JANUARY-2020	(3)	44	+1	1	(4)	8	+3	12	(\$22,137)	\$ 714,196.30	+\$56,658	\$ 1,452,464.65	+\$34,520	\$2,166,660.95

NMPSIA Loss Prevention Monthly Abatement Report

February 2022	Total Rec	Total Capital	Total Non-Capital	Corrected Capital	Corrected Non-Capital	Total Corrected
February 2022	327	14	313	1	250	251
Total % Corrected	76.76%	= Total corrected/Total Recommendations				
% corrected capital	7.14%	= corrected capital/total capital				
% corrected non-capital	79.87%	= corrected non-capital/total non-capital				

STRATEGIC PLANNING
AND REVIEW CONSULTATION

New Mexico Public Schools

1H FY 2022 (July 2021 – December 2021)

April 6, 2022



Plan Performance

Plan Performance			
	July-Dec 2021	July-Dec 2020	Change %
AWP	\$71,569,238	\$68,890,977	3.9%
Network & Mail Discount			
Savings (includes dispensing fees)	-\$34,465,179	-\$33,736,138	2.2%
Tax	\$33,791	\$33,215	1.7%
Gross Cost	\$37,137,851	\$35,188,054	5.5%
Member Cost	-\$4,959,731	-\$4,687,087	5.8%
Plan Cost	\$32,178,119	\$30,500,968	5.5%
Rebates*	-\$9,794,250	-\$9,563,740	2.4%
Plan Cost Net	\$22,383,870	\$20,937,228	6.9%
Members	44,952	46,254	-2.8%
Gross Cost Net PMPM	\$101.38	\$92.33	9.8%
Plan Cost PMPM	\$119.31	\$109.90	8.6%
Plan Cost Net PMPM	\$82.99	\$75.44	10.0%

* Rebates are estimated based on paid and expected to be paid amounts. Actual rebate payments may differ from estimates.

**Plan Cost PMPM increased
\$9.40 (+8.6%) to \$119.31**

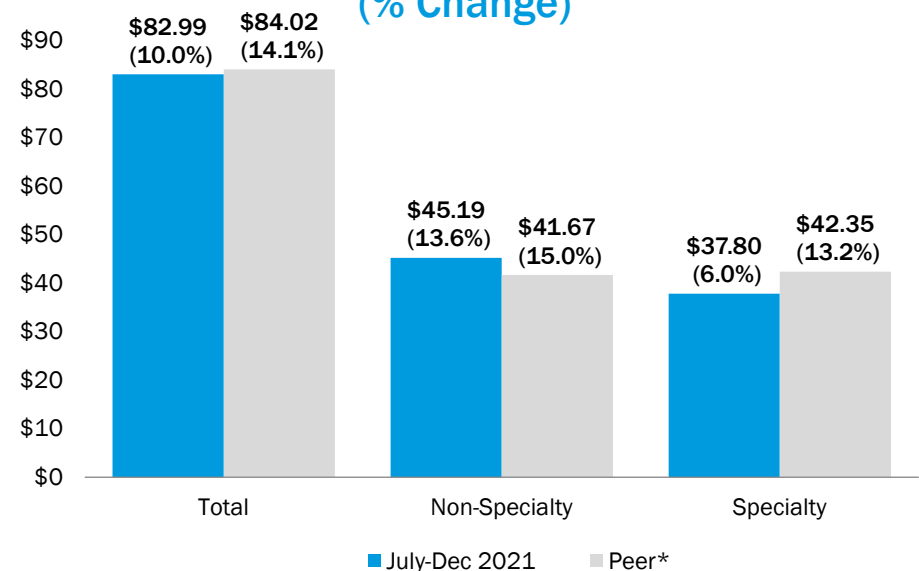
**SaveOnSP provided
\$2,657,124 in value. Total
Member Cost less SaveOnSP
was \$2,302,608, representing
8.4% in Total Member Cost Net.**

**Rebates reduced Plan Cost
PMPM from \$119.31 to
\$82.99 (-30.4%)**

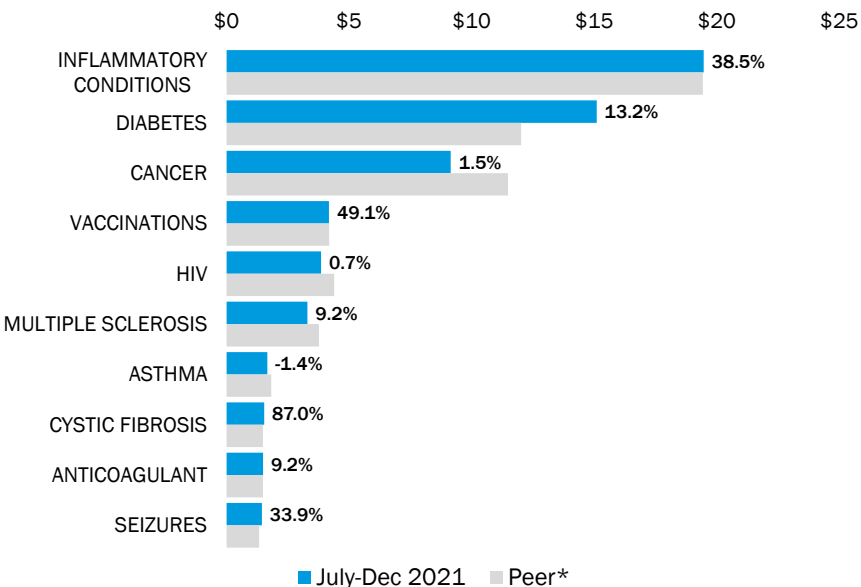


Trend Dashboard – How Your Plan Compares

Plan Cost Net PMPM
(% Change)



Plan Cost Net PMPM by Indication



New Mexico Public Schools				Peer*	
Description	July-Dec 2021	July-Dec 2020	Change	July-Dec 2021	Change
Average Members per Month	44,952	46,254	-2.8%	38.5	
Total Plan Cost Net	\$22,383,870	\$20,937,228	6.9%		
Average Member Age	38.3	38.2	0.2%		
Total Plan Cost Net PMPM	\$82.99	\$75.44	10.0%	\$84.02	14.1%
Non-Specialty Plan Cost Net PMPM	\$45.19	\$39.78	13.6%	\$41.67	15.0%
Specialty Plan Cost Net PMPM	\$37.80	\$35.66	6.0%	\$42.35	13.2%
Generic Fill Rate	84.2%	84.9%	-0.7	84.5%	-1.3
90 Day Utilization	41.4%	41.7%	-0.4	48.7%	-0.4
Retail - Maintenance 90 Utilization	19.7%	21.4%	-1.8	19.7%	-0.9
Home Delivery Utilization	21.7%	20.3%	1.4	29.0%	0.5
Member Cost Net %	18.1%	18.3%	-0.2	19.1%	-1.0
Specialty Percent of Plan Cost Net	45.5%	47.3%	-1.7	50.4%	-0.4

*Peer = 'New Mexico Peer' market segment

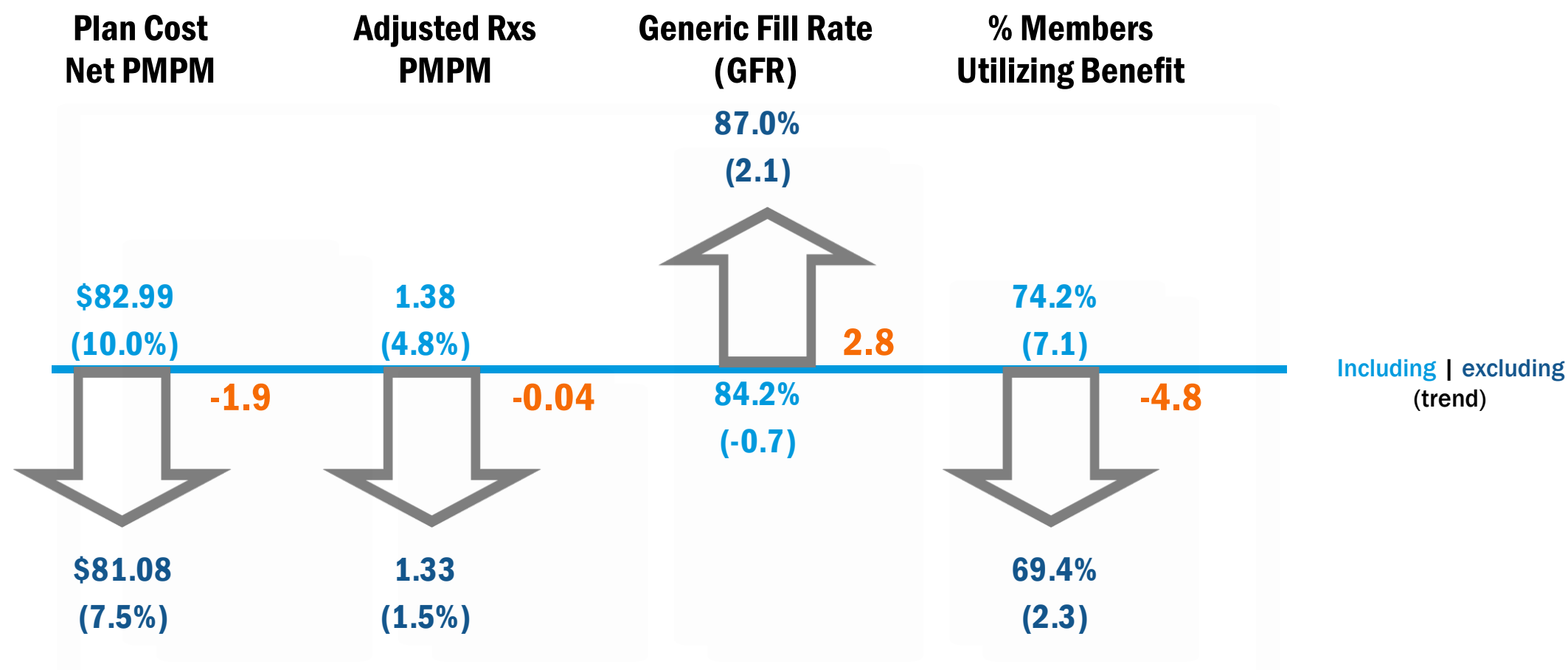
COVID-19 Vaccine Impact

Plan Cost Net PMPM decreased from \$82.99 to \$81.08 (-2.3%) when excluding the COVID-19 vaccine



Generic Fill Rate (GFR) increased from 84.2% to 87.0% (2.8) when excluding the COVID-19 vaccine

COVID-19 Vaccine Impact



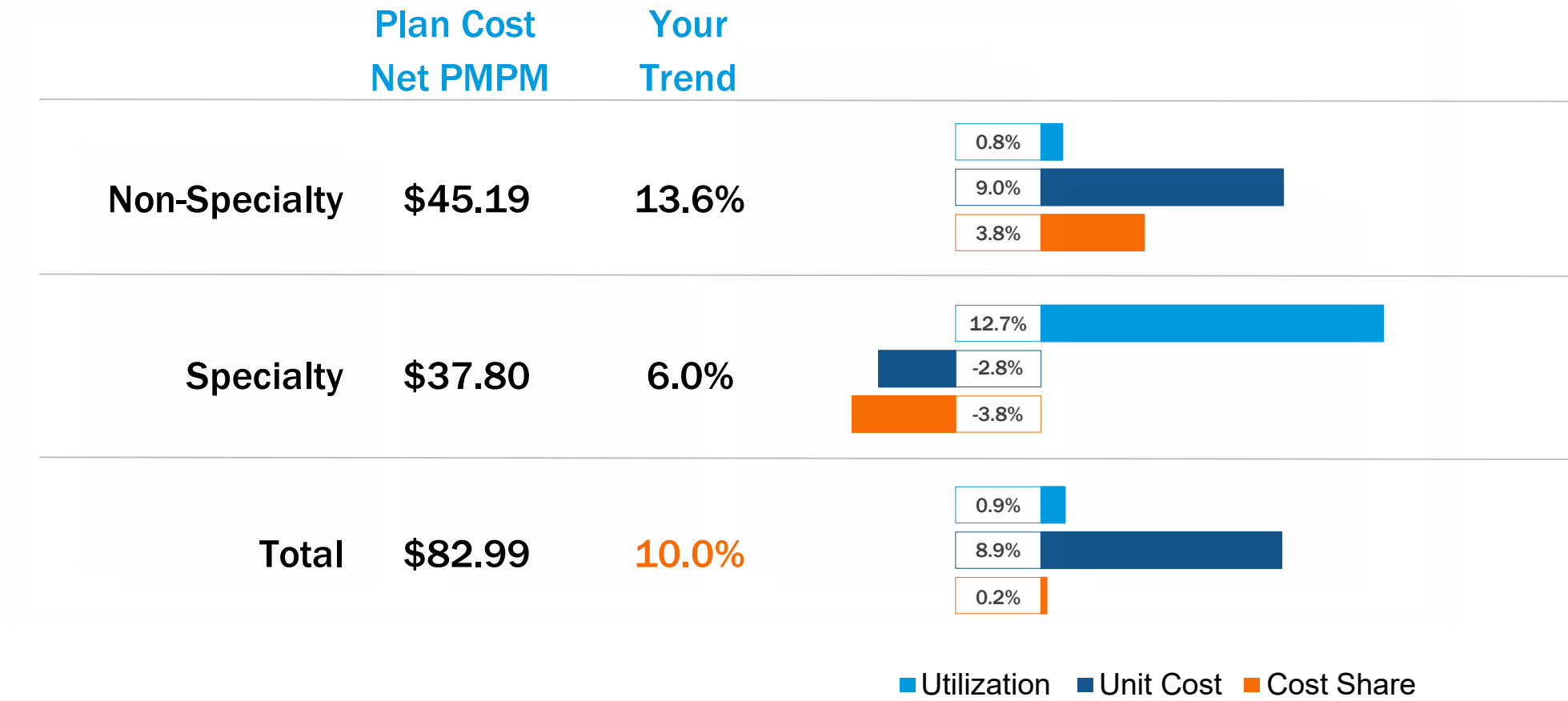
An additional \$1.91 Plan Cost Net PMPM was spent due to the impact of COVID vaccines



- Includes COVID-19 vaccine data within the current timeframe
- Excludes COVID-19 vaccine data within the current timeframe
- Exclude COVID-19 vs. Include COVID-19



Trend Components Plan Cost Net PMPM



Rebates reduced costs by \$9.8 Million



Top 10 Indications

Top Indications by Plan Cost Net															
July-Dec 2021									July-Dec 2020						% Change
Peer Rank	Rank	Indication	Peer												
			Adjusted Rxs	Patients	Plan Cost Net	Generic Fill Rate	Generic Fill Rate	Plan Cost Net PMPM	Adjusted Rxs	Patients	Plan Cost Net	Generic Fill Rate	Plan Cost Net PMPM	Plan Cost Net PMPM	
1	1	INFLAMMATORY CONDITIONS	3,040	561	\$5,247,935	50.8%	48.7%	\$19.46	1	2,896	529	\$3,897,508	53.9%	\$14.04	38.5%
2	2	DIABETES	38,859	3,650	\$4,071,064	40.6%	44.4%	\$15.09	2	40,250	3,589	\$3,700,060	40.9%	\$13.33	13.2%
3	3	CANCER	1,178	277	\$2,466,013	81.7%	83.9%	\$9.14	3	1,149	243	\$2,500,787	83.0%	\$9.01	1.5%
4	5	VACCINATIONS	21,504	14,894	\$1,126,800	0.0%	0.0%	\$4.18	7	13,078	11,470	\$777,775	0.0%	\$2.80	49.1%
5	4	HIV	490	101	\$1,038,707	24.9%	26.2%	\$3.85	4	478	84	\$1,061,337	2.9%	\$3.82	0.7%
6	6	MULTIPLE SCLEROSIS	184	32	\$889,072	35.3%	32.6%	\$3.30	6	164	35	\$837,416	30.5%	\$3.02	9.2%
7	7	ASTHMA	14,909	4,405	\$448,833	78.3%	77.0%	\$1.66	8	15,103	3,869	\$468,267	64.6%	\$1.69	-1.4%
8	10	CYSTIC FIBROSIS	33	5	\$413,726	0.0%	0.0%	\$1.53	19	16	3	\$227,597	0.0%	\$0.82	87.0%
9	11	ANTICOAGULANT	2,158	475	\$400,744	37.6%	38.3%	\$1.49	10	2,262	474	\$377,573	41.7%	\$1.36	9.2%
10	13	SEIZURES	5,930	1,183	\$388,996	96.1%	96.9%	\$1.44	14	5,991	1,185	\$298,993	95.7%	\$1.08	33.9%
Total Top 10:			88,285		\$16,491,891	41.5%		\$61.15		81,387		\$14,147,312	43.6%	\$50.98	19.9%
Differences Between Periods:			6,898		\$2,344,579	-2.1%		\$10.17							

The largest financially impactful change was in Inflammatory Conditions, driving \$1.4M in increased net cost from a 38.5% increase in Net PMPM

Cystic Fibrosis trend increased 87.0%, contributing an additional \$0.71 to Net PMPM

Represent 71.4% of you total Plan Cost Net

Peer = 'New Mexico Peer' market segment

NMPSIA CY* 21 Annual Clinical Savings - \$10.9M

Solution	Pinellas Savings	Solution Highlights
Advanced Utilization Management	\$7,388,563	Vitally important to ensure we're getting the right Rx , to the right patient for right indication
RationalMed*	\$3,215,127	12,117 clinical safety alerts to providers 3,392 clinically successful interventions
Advanced Opioid	\$334,241	98% of short acting opioid patients prescribed an opioid for the first time exceeding a 7-day supply and were successfully reduced to a 7-day supply or less 71% of patients prescribed a long-acting opioid as initial therapy were redirected to safer, short-acting (3,539 member letters)

* Includes healthcare savings.



Confidential Information

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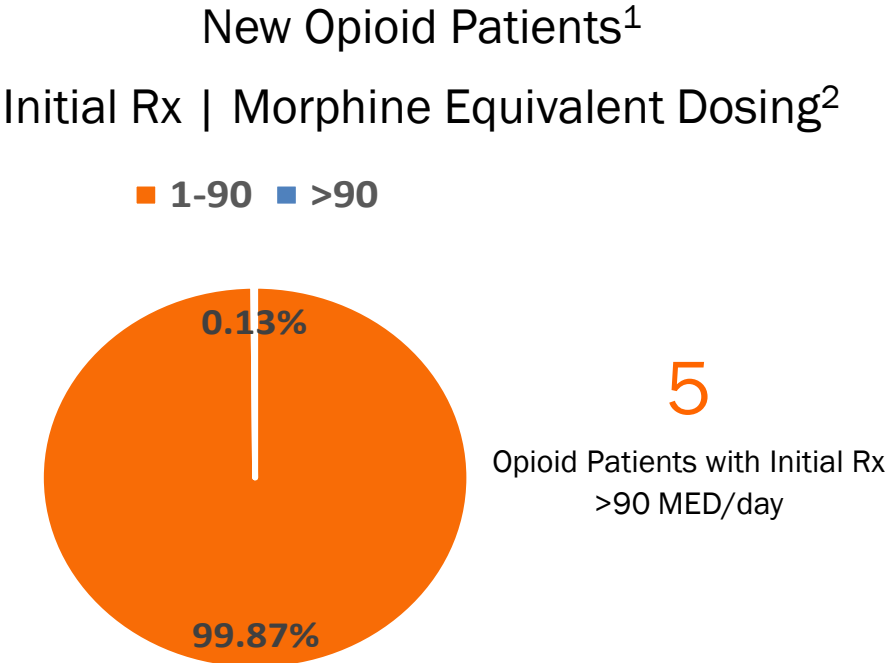


EXPRESS SCRIPTS®

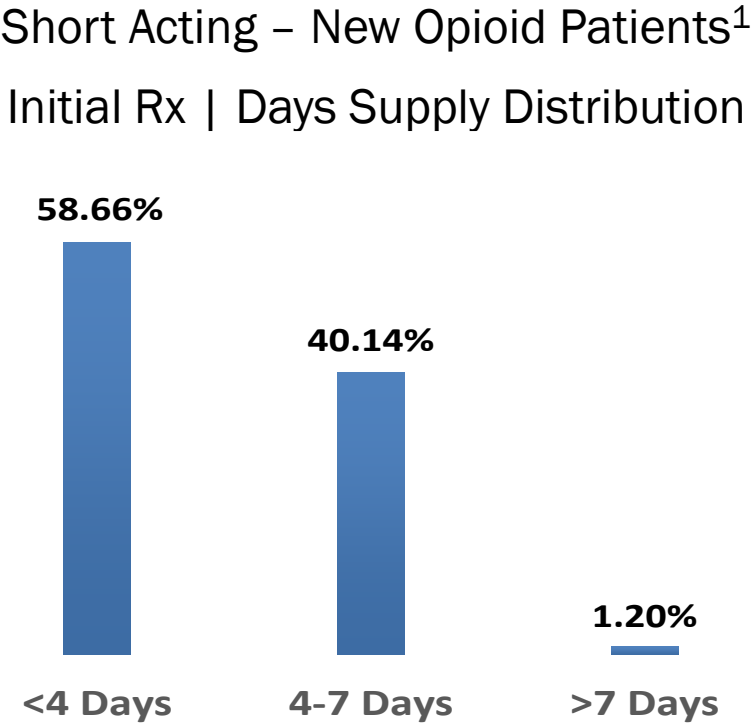
CHAMPIONS
FOR
BETTER™

Opioid Utilization

Opioid Rx Count
10,465
1.9% of All Rx's
12.1% of All Patients
0.2% (\$149,582) Total Plan Cost



²Based on Opioid claims filled during the enrollment period



Polypharmacy
Opioid Members with 3+ Pharmacies

61
1.3% of Opioid Patients

Polyprescriber
Opioid Members with 3+ Prescribers

245
5.3% of Opioid Patients

Polypharmacy-Prescriber
Opioid Members with 3+ Prescribers
And 3+ Pharmacies

36
0.8% of Opioid Patients

-Only Non-Cancer/Palliative Care Opioid patients are being displayed in the table.

INMYND COMPONENTS SUMMARY

Surrounding your members with care

Physician Care Alerts

- **Continuous development** of new physician care alerts to address major side effects from medications within mental health therapy classes
- **Proactive recommendations** for monitoring adherence and information on adjunctive non-pharmacological therapy for patients new to therapy
- **New medications** that could lead to comorbidities or increased propensity for mental illness
- Potential chronic insomnia therapy

Member Support

- Proactive member education **covering additional therapy classes**
- **Mental Health First Aid** inspired letter
- Proactive Neuroscience Therapeutic Resource CenterSM **pharmacist outreach**

Outreach is powered by patient activity and predictive models.

Pharmacy point-of-sale alerts

- First fill **14-day limit** for naïve benzodiazepines users
- **Prior Authorization required** for sedative hypnotic use longer than 6 months

Payers are also supported with an employer toolkit to stimulate conversations about mental health and robust reporting functionality is forthcoming.

inMynd – Executive Summary

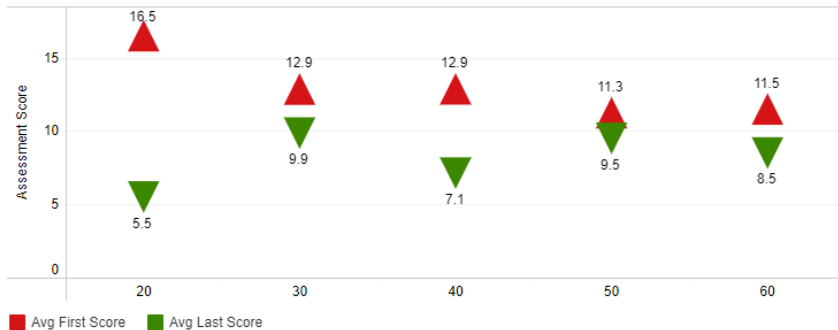
1,138

Member education letters
mailed

2,740

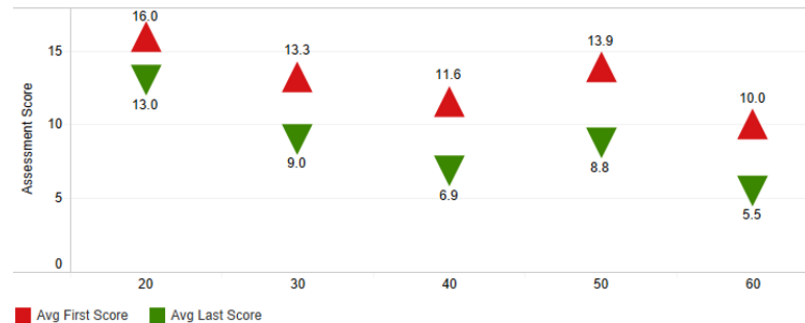
Alerts sent to physicians

PHQ-9 Assessment Avg Scores by Age Group



The 9-question Patient Health Questionnaire (PHQ-9) is a diagnostic tool introduced in 2001 to screen adult patients in a primary care setting for the presence and severity of depression.

GAD-7 Assessment Avg Scores by Age Group



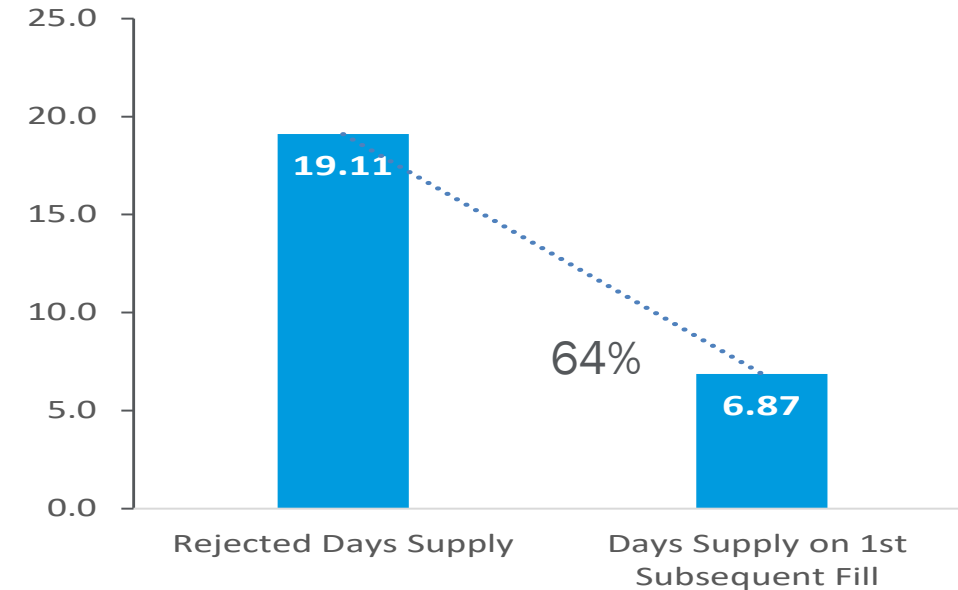
The Generalized Anxiety Disorder Assessment (GAD-7) is a seven-item instrument that is used to measure or assess the severity of generalized anxiety disorder (GAD).



Decreasing the amount of opioids dispensed – AOM Successes

- 64%** reduction in the average day supply per claim for first time short acting opioids
- 98%** of short acting opioid patients prescribed an opioid for the first time exceeding a 7-day supply and were successfully reduced to a 7-day supply or less
- 71%** of patients prescribed a long-acting opioid as initial therapy were redirected to safer, short-acting
- 2%** claims paid for >7 day supply with PA override short acting opioids

Avg Days Supply per Claim



3,539
member
education
letters mailed



677
drug disposal
bags mailed



474
Opioid Alerts Sent to
Physicians*

*May represent alerts generated from Advanced Opioid Management and RationalMed

Timeline and Application of New Surprise Billing and Transparency Laws and Rules

This chart compiles all recent laws and regulations concerning the No Surprises Act (enacted December 30, 2020) and Transparency in Coverage regulations as of August 23, 2021, including FAQ 49 published by the Employee Benefits Security Administration. Pending further guidance, plan sponsors must implement the No Surprises Act using a good-faith, reasonable interpretation of the law. Plan sponsors should consult with legal counsel as to the application of any particular law or regulation to their health plan.

Law/Rule	Description	Effective Date	Applies To
Hospital price transparency final rule	<p>Hospitals must make public their standard charges online in two ways:</p> <ol style="list-style-type: none"> 1. A comprehensive machine-readable file that includes charges for all hospital items and services 2. A consumer-friendly display that includes the charges for at least 300 “shoppable” services 	January 1, 2021	Hospitals
Group health plan transparency rule for public disclosure	<p>Plans must make public the following information online using three machine-readable files:</p> <ol style="list-style-type: none"> 1. In-network rates 2. Out-of-network allowed amounts and 3. Prescription drug negotiated rates 	<p>Originally, plan years beginning on or after January 1, 2022</p> <p>Enforcement deferred until July 1, 2022 for in-network rate and out-of-network allowed amount files</p> <p>Enforcement delayed until future rulemaking for prescription drug negotiated rate file</p>	<p>Non-grandfathered group health plans and health insurers</p> <p>Does not apply to grandfathered plans, account-based plans, excepted benefits (e.g., dental/vision), short-term limited duration insurance or retiree-only plans</p>
Group health plan transparency rule for disclosures to participants and beneficiaries	Plans must provide cost-sharing information and rate information that is accurate at the time of the request to participants on a searchable, internet-based, self-service tool; and must provide a notice when the tool is used.	Plan years beginning on or after January 1, 2023 for 500 items and services	<p>Non-grandfathered group plans and health insurers</p> <p>Does not apply to grandfathered plans, account-based plans, excepted benefits (e.g., dental/vision), short-term health limited duration insurance or retiree-only plans</p>

Law/Rule	Description	Effective Date	Applies To
No Surprises Act: emergency services	Plans must cover emergency services at non-participating facility, services/items provided by non-participating provider at a participating facility, or non-participating provider air ambulance services with the same participant cost-sharing whether the services are from a participating or non-participating provider or facility. Providers and facilities are banned from balance billing.	Plan years beginning on or after January 1, 2022 Interim Final Rule “Part 1” published July 13, 2021	Group health plans* and health insurers
No Surprises Act: independent dispute resolution	Plans must pay non-participating providers within 30 days or deny payment. Parties may request independent dispute resolution.	Plan years beginning on or after January 1, 2022 Part 2 regulations expected later in 2021	Group health plans and health insurers
No Surprises Act: qualifying payment amount	Federal agencies must issue rulemaking establishing the methodology to determine “qualifying payment amount,” differentiating by large and small group markets.	Plan years beginning on or after January 1, 2022	Group health plans and health insurers
ID card requirement	Plans must include plan deductibles, out-of-pocket (OOP) maximums and consumer assistance contact information (phone number and website) in clear writing on any physical or electronic plan or insurance identification card.	Plan years beginning on or after January 1, 2022	Group health plans and health insurers
External review	External review applies to adverse determinations concerning emergency services or air ambulance services covered by the No Surprises Act.	No later than January 1, 2022	Unclear — probably non-grandfathered group health plans and insurers

* Covered group health plans generally include those subject to federal health care reforms under ERISA, the Internal Revenue Code and the Public Health Service Act. Certain health plans otherwise excepted from federal health laws, e.g., small group health plans, excepted benefits and retiree-only plans, would appear to be exempt from these requirements, but applicability should be clarified in regulatory guidance. It appears that the requirements of this law apply to grandfathered group health plans, but this should also be addressed in regulatory guidance.

Law/Rule	Description	Effective Date	Applies To
Provider fee estimate	When a patient schedules a service, providers must provide a timely notification in clear and understandable language of the good-faith estimate of the expected charges for providing items and services to the plan or insurer (or if uninsured, the individual).	Enforcement delayed until future rulemaking	Healthcare providers and facilities
Advanced Explanation of Benefits disclosure	After receiving notice from a provider/facility of estimated charges, plans must provide the participant an Advanced Explanation of Benefits (EOB) including rate and cost-sharing information.	Enforcement delayed until future rulemaking	Group health plans and health insurers
Notice of continuity of care	Plans must notify individuals who are “continuing care patients” of the right to continue to receive care after termination of a provider/facility contract. The notice places rules on contract terms and plan rules.	Plan years beginning on or after January 1, 2022 Future rulemaking will include a prospective applicability date, but plans expected to implement rule using good faith, reasonable interpretation of the law	Group health plans and health insurers
Price comparison tool required	Plans must offer price comparison guidance by telephone and make available on the public website of the plan or issuer a price comparison tool that allows an enrolled individual to compare the amount of cost-sharing that the individual would be responsible for paying for items and services by a participating provider, by geographic region.	Plan years beginning on or after January 1, 2023	Group health plans and health insurers
Provider directory requirements	Plans must create a process to verify the accuracy of their provider databases and update at least every 90 days. If the participant was informed the provider was a participating provider when in fact a non-participating provider, the plan cannot impose higher cost-sharing that would apply for participating provider, and must apply the participating deductible and OOP.	Plan years beginning on or after January 1, 2022	Group health plans and health insurers

Law/Rule	Description	Effective Date	Applies To
Gag clauses prohibited	Plans may not enter into an agreement with a provider, network, TPA or other service provider that would directly or indirectly restrict the plan from providing provider-specific cost or quality information to referring providers, plan sponsors, participants or electronically accessing de-identified claims. Requires annual attestation of compliance	December 27, 2020 Implementation guidance will be issued in the future on the attestation requirement, which is expected to begin in 2022	Group health plans and health insurers
Disclosure of broker and consultant compensation	Amends ERISA Section 408(b)(2) to require disclosure of compensation	Plan years beginning on or after January 1, 2023	ERISA-governed plans
Mental Health Parity and Addiction Equity Act (MHPAEA) assessment required	Plans must perform and document comparative analyses of the design and application of non-quantitative treatment limitations (NQTs) and make them available upon request to the secretary of the DOL or HHS as applicable	February 10, 2021 (45 days after enactment)	Plans subject to the MHPAEA
Reporting on prescription drug costs	Plans must submit prescription drug cost information to the federal government.	Originally, no later than December 27, 2021; for each year thereafter, no later than June 1 Deferred until future rulemaking, but likely to begin by December 27, 2022	Group health plans and insurers

For additional information, refer to our:

- [January 14, 2021 compliance insight on the health provisions in the No Surprises and the Consolidated Appropriations Act, 2021](#)
- [January 14, 2021 compliance insight on the expansion of MHPAEA](#)
- [July 14, 2021 compliance insight on the interim final rule](#)
- [August 23, 2021 compliance insight on FAQ 49](#)

If you have questions about the insights noted above or would like more information about the information in this chart, please contact your Segal consultant or [Kathy Bakich](#), Senior Vice President and Health Compliance Practice Leader, at kbakich@segalco.com or 202.833.6494.

Segal can be retained to work with plan sponsors and their legal counsel on compliance issues.

This resource is for informational purposes only and does not constitute legal, tax or investment advice. You are encouraged to discuss the issues raised here with your legal, tax and other advisors before determining how the issues apply to your specific situations.

NMPSIA Annual Statistics

Employee Benefits

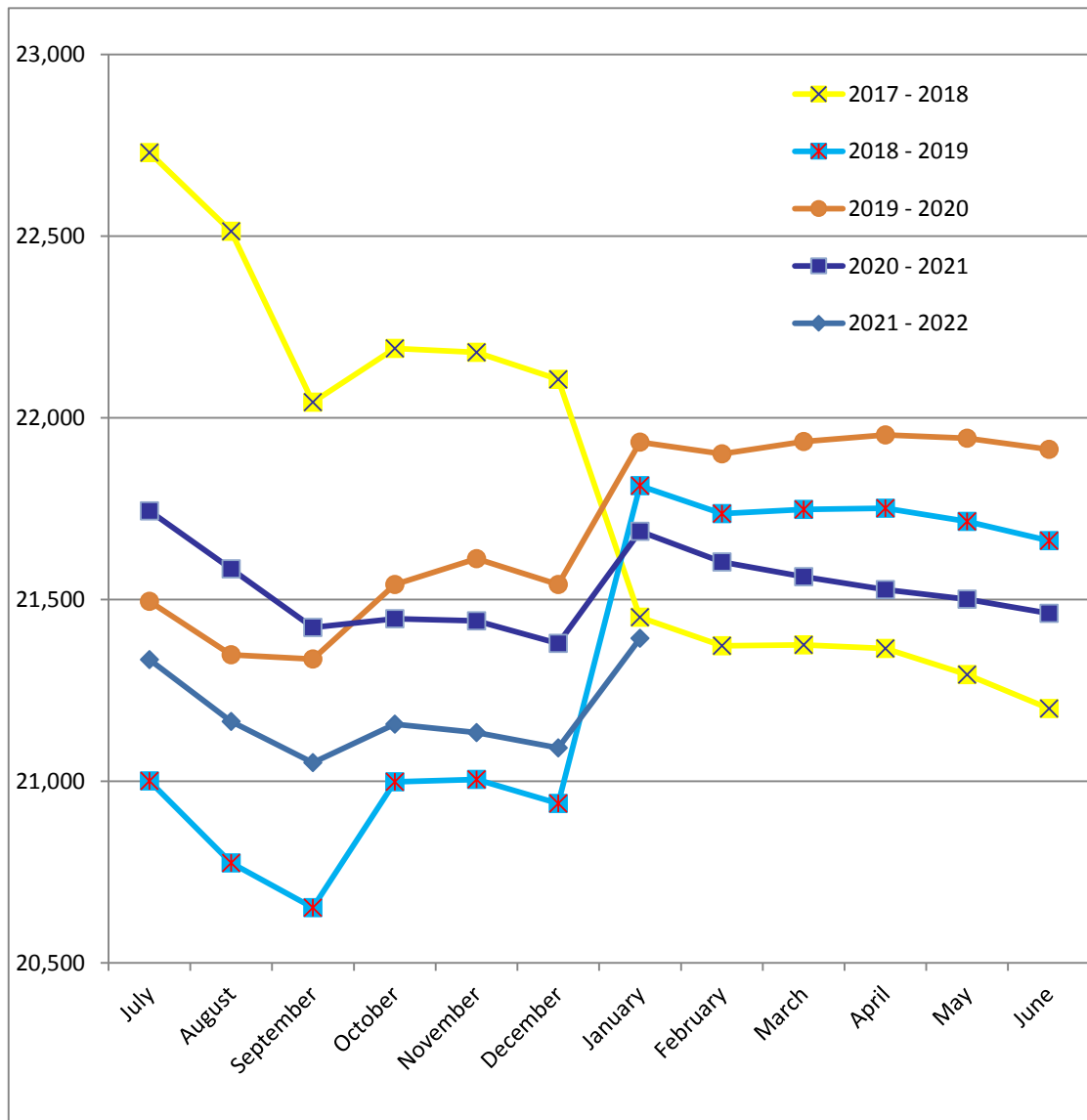
as of January 2022

Erisa Administrative Services, Inc.

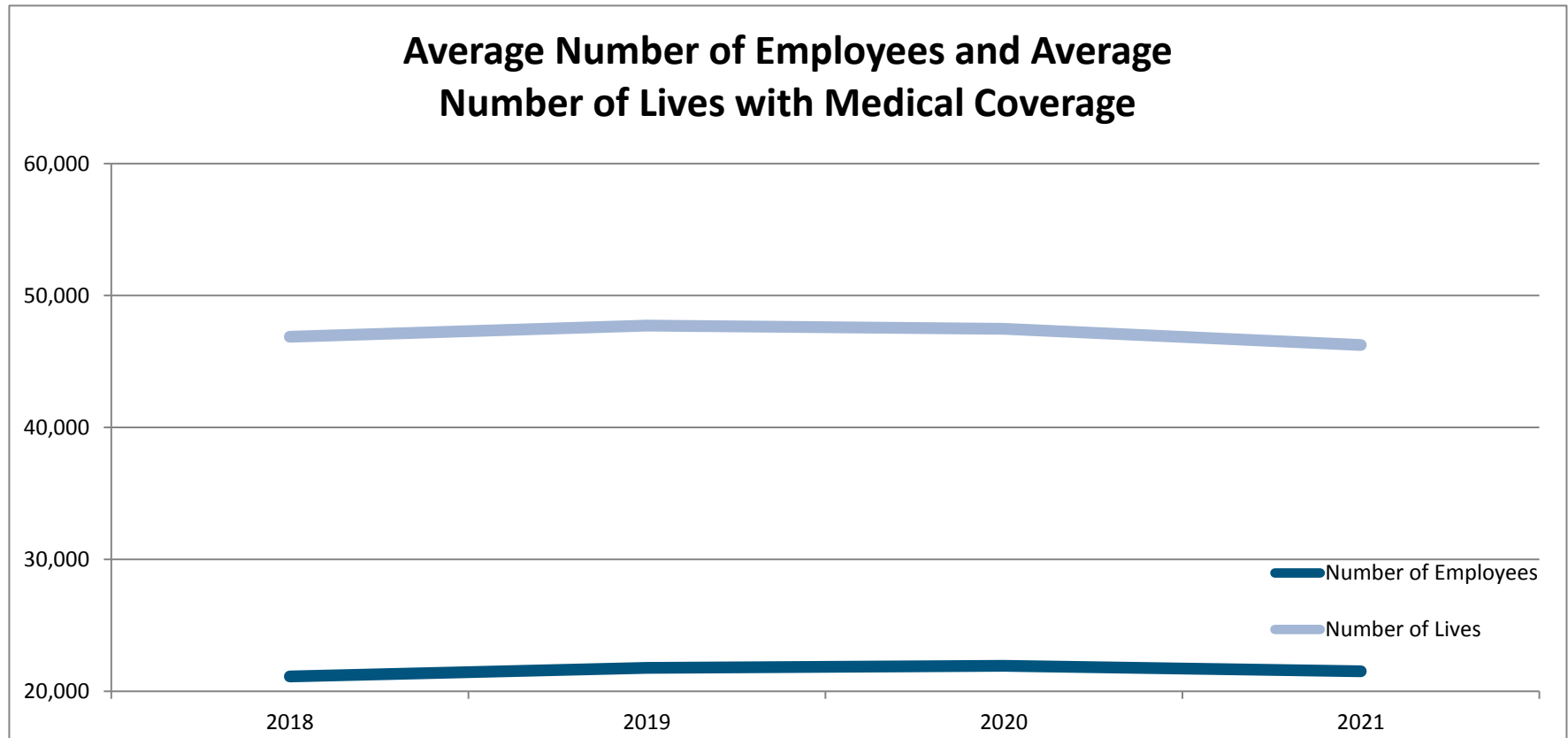
NMPSIA

Number of Employees with Medical Eligibility (by fiscal year)

	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022
July	22,730	21,001	21,495	21,744	21,335
August	22,513	20,775	21,348	21,584	21,164
September	22,043	20,652	21,336	21,423	21,051
October	22,191	20,998	21,541	21,447	21,157
November	22,180	21,005	21,612	21,441	21,134
December	22,106	20,939	21,541	21,379	21,092
January	21,451	21,813	21,933	21,688	21,393
February	21,373	21,736	21,901	21,603	
March	21,375	21,748	21,935	21,563	
April	21,365	21,751	21,953	21,527	
May	21,293	21,715	21,944	21,501	
June	21,200	21,662	21,913	21,462	
Average:	21,818	21,316	21,704	21,530	21,189
% Change:		-2.30%	1.82%	-0.80%	-1.58%



Medical Benefit	2018	2019	2020	2021	2022	% Change Last Year	% Change 2018 - 2022
Average Eligibles	21,127	21,775	21,933	21,529	21,189	-1.58%	0.29%
Average No. of Lives	46,867	47,721	47,482	46,250	44,928	-2.86%	-4.14%
Average Monthly Premium	\$22,145,503	\$23,082,357	\$24,189,191	\$24,344,563	\$24,901,110	2.29%	12.44%
% change eligibles		3.07%	0.73%	-1.86%	-1.55%		
% change no. of lives		1.82%	-0.50%	-2.58%	-2.78%		
% change premium		4.23%	4.80%	0.67%	2.30%		



Benefit Information	Medical Benefit	2018	2019	2020	2021	2022	% Change Last Year	% Change 2018 - 2022
Medical	Eligibles	21,127	21,775	21,933	21,529	21,189	-3.39%	0.29%
	No. of Lives	46,867	47,721	47,482	46,250	44,928	-5.38%	-4.14%
	Monthly Premium	\$22,145,503	\$23,082,357	\$24,189,191	\$24,344,563	\$24,901,110	2.94%	12.44%
	% change eligibles		3.07%	0.73%	-1.13%	-1.58%		
	% change no. lives		1.82%	-0.50%	-3.08%	-2.86%		
	% change premium		4.23%	4.80%	5.47%	2.29%		
Dental	Eligibles	22,901	23,734	23,975	23,579	23,305	-2.79%	1.76%
	No. of Lives	53,525	54,775	54,804	53,418	52,035	-5.05%	-2.78%
	Monthly Premium	\$1,178,621	\$1,207,458	\$1,266,737	\$1,237,029	\$1,044,863	-17.52%	-11.35%
	% change eligibles		3.64%	1.02%	-0.65%	-2.79%		
Vision	Eligibles	19,598	20,349	20,609	20,294	20,021	-2.85%	2.16%
	No. of Lives	46,080	47,208	47,312	46,054	44,767	-5.38%	-2.85%
	Monthly Premium	\$199,861	\$206,013	\$207,344	\$202,963	\$198,402	-4.31%	-0.73%
	% change eligibles		3.83%	1.28%	-1.53%	-1.35%		
Basic Life	Eligibles	35,815	36,166	36,904	36,479	36,618	-0.77%	2.24%
	Face Value (\$ 000)	\$1,478,684	\$1,502,033	\$1,563,875	\$1,547,386	\$1,556,601	-0.47%	5.27%
	Premium	\$139,103	\$141,298	\$147,111	\$155,431	\$163,861	11.39%	17.80%
	% change eligibles		0.98%	2.04%	-1.15%	0.38%		
Additional Life	Eligibles	10,227	10,223	10,207	10,102	10,119	-0.86%	-1.06%
	Face Value (\$ 000)	\$1,148,302	\$1,188,339	\$1,278,844	\$1,262,018	\$1,266,838	-0.94%	10.32%
	Premium	\$252,977	\$268,063	\$290,346	\$286,142	\$297,575	2.49%	17.63%
	% change eligibles		-0.04%	-0.16%	-1.03%	0.17%		
Spouse Life	Eligibles	4,017	3,982	3,902	3,811	3,682	-5.64%	-8.34%
	Face Value (\$ 000)	\$168,385	\$173,620	\$182,839	\$178,745	\$175,264	-4.14%	4.09%
	Premium	\$44,238	\$46,756	\$49,597	\$48,612	\$48,431	-2.35%	9.48%
	% change eligibles		-0.87%	-2.01%	-2.33%	-3.38%		
Long Term Disability	Eligibles	11,221	11,317	12,059	12,000	11,972	-0.23%	6.69%
	LTD Gross	\$479,169,202	\$497,861,208	\$576,324,399	\$566,653,540	\$575,757,259	1.61%	20.16%
	Premium	\$204,997	\$214,642	\$247,501	\$248,763	\$254,018	2.11%	23.91%
	% change eligibles		0.86%	6.56%	-0.49%	-0.23%		

	As of January 2021	As of January 2022	Low Value		High Value	
Average Age	47.54	47.37	Albuquerque Collegiate Charter School	30.20	Board Members	72.65
			Solare Collegiate	30.53	NM Tech Retirees	71.32
			New Mexico Association of School Busin	34.50	Dzil Dit Looi Schol of Empowerment	65.00
Average Family Size	2.10	2.06	Six Directions Indigenous School	1.00	Moreno Valley Charter School	4.60
			Voz Collegiate	1.00	NM Activities Association	3.67
			Dzil Dit Looi Schools of Empowerment	1.00	Roy Municipal Schools	3.25
Average Salary	\$48,841	\$51,767	Quay Schools Federal Credit Union	\$40,290.00	Six Directions Indigenous School	\$101,500.00
			Sandoval Academy of Bilingual Educ	\$42,878.00	New Mexico Activities Association	\$94,316.00
			Dexter Consolidated Schools	\$43,435.00	Public Charter Schools of New Mexico	\$88,668.00
F:M Gender Ratio	2.46	2.38	Voz Collegiate	0.00	Horizon Academy West Charter School	20.00
			Board Members	0.13	Des Moines Municipal Schools	16.00
			Middle College High School	0.20	Mosaic Academy	13.00
Average Per Capita Medical Premium	\$1,114.22	\$1,160.04				
Medical Participant/Total Population	58.89%	59.77%				

Demographic Information	2018	2019	2020	2021	2022	% Change Last Year	% Change 2018 - 2022
Average Age	47.44	47.61	47.51	47.54	47.37	-0.36%	-0.15%
Average Family Size	2.12	2.11	2.10	2.08	2.06	-0.96%	-2.83%
Average Salary	\$42,777	\$44,762	\$48,841	\$49,981	\$51,767	3.57%	21.02%
F:M Gender Ratio	2.59	2.48	2.46	2.44	2.38	-2.46%	-8.11%
BCBS/CIGA/PRES Allocation	59 / 40	59 / 41	58 / 42	58 / .25 / 41	58/0.6/41		
Average Per Capita Medical Premium	\$1,048.21	\$1,060.35	\$1,102.87	\$1,114.22	\$1,160.04	4.11%	10.67%
Medical Participant/Total Population	58.99%	60.48%	59.43%	57.10%	59.77%	4.68%	1.32%

NM Public Schools Insurance Authority
Summary of Employee Benefit Coverage
2017 to 2021

Year	Avg Monthly Medical EEs	Avg Monthly Medical Lives	Avg Monthly Medical \$	Avg Monthly Dental EEs	Avg Monthly Dental Lives	Avg Monthly Dental \$	Avg Monthly Vision EEs	Avg Monthly Vision Lives	Avg Monthly Vision \$	Avg Monthly BLF EEs	Avg Monthly BLF Prem	Avg Monthly BLF Face (\$ 000)
2021	21,363	45,480	\$24,781,920	23,476	52,700	\$1,221,638	20,198	45,452	\$200,811	36,503	\$163,192	\$1,550,233
2020	21,725	46,829	\$24,206,402	23,772	54,063	\$1,251,005	20,448	46,707	\$204,996	36,888	\$151,460	\$1,564,054
2019	21,621	47,163	\$23,131,291	23,553	54,096	\$1,207,160	20,222	46,750	\$204,121	36,480	\$143,824	\$1,528,894
2018	21,127	46,867	\$22,145,503	22,901	53,525	\$1,178,621	19,598	46,080	\$199,861	35,815	\$139,103	\$1,478,684
2017	22,703	50,465	\$23,080,296	24,432	57,187	\$1,262,261	20,796	49,069	\$212,829	37,624	\$147,233	\$1,565,167

Year	Avg Monthly ADL EEs	Avg Monthly ADL Prem	Avg Monthly ADL Face (\$ 000)	Avg Monthly SPLF EEs	Avg Monthly SPLF Prem	Avg Monthly SPLF Face (\$ 000)	Avg Monthly LTD EEs	Avg Monthly LTD Prem	Avg Monthly LTD Gross
2021	10,044	\$300,640	\$1,265,039	3,713	\$49,451	\$176,242	11,948	\$253,031	\$579,821,706
2020	10,161	\$284,323	\$1,267,516	3,858	\$48,546	\$180,394	12,046	\$247,769	\$573,349,472
2019	10,168	\$259,854	\$1,178,322	3,937	\$45,008	\$170,959	11,314	\$214,008	\$499,978,006
2018	10,227	\$252,977	\$1,148,302	4,017	\$44,238	\$168,385	11,221	\$204,997	\$479,169,202
2017	10,852	\$267,956	\$1,221,019	4,353	\$47,784	\$182,146	12,062	\$222,921	\$518,147,536

Year	Avg Monthly Count	Total Premium		All Benefits		Ratio of Medical/Total			
		Avg Amount/Month	Annual Amount	Avg per Capita Amount/Month	% Change				
2021	37,607	\$26,970,683	\$323,648,200	\$717.16	3.3 %	56.8 %			
2020	38,020	\$26,394,501	\$316,734,009	\$694.22	3.6 %	57.1 %			
2019	37,610	\$25,205,265	\$302,463,183	\$670.17	0.9 %	57.5 %			
2018	36,395	\$24,165,299	\$289,983,590	\$663.97	0.6 %	58.1 %			
2017	38,241	\$25,241,280	\$302,895,362	\$660.05	4.3 %	59.4 %			

NM Public Schools Insurance Authority
Average Premium Rates and Year to Year % Change
2017 to 2021

Medical % Change

Year	#	\$/Month	Average	% Increase
2021	21,363	\$24,781,920	\$ 1,160.04	4.11%
2020	21,725	\$24,206,402	\$ 1,114.22	4.15%
2019	21,621	\$23,131,291	\$ 1,069.85	2.06%
2018	21,127	\$22,145,503	\$ 1,048.21	3.11%
2017	22,703	\$23,080,296	\$ 1,016.62	6.23%

Dental % Change

Year	#	\$/Month	Average	% Increase
2021	23,476	\$1,221,638	\$ 52.04	-1.13%
2020	23,772	\$1,251,005	\$ 52.63	2.68%
2019	23,553	\$1,207,160	\$ 51.25	-0.42%
2018	22,901	\$1,178,621	\$ 51.47	-0.38%
2017	24,432	\$1,262,261	\$ 51.66	-0.47%

Vision % Change

Year	#	\$/Month	Average	% Increase
2021	20,198	\$200,811	\$ 9.94	-0.88%
2020	20,448	\$204,996	\$ 10.03	-0.64%
2019	20,222	\$204,121	\$ 10.09	-1.04%
2018	19,598	\$199,861	\$ 10.20	-0.31%
2017	20,796	\$212,829	\$ 10.23	-0.35%

Basic Life % Change

Year	Premium	Face Value (\$000)	Average	% Increase
2021	163,192	\$1,550,233	\$ 4.47	8.77%
2020	151,460	\$1,564,054	\$ 4.11	4.21%
2019	143,824	\$1,528,894	\$ 3.94	1.61%
2018	139,103	\$1,478,684	\$ 3.88	-0.67%
2017	147,233	\$1,565,167	\$ 3.91	-0.17%

Additional Life % Change

Year	Premium	Face Value (\$000)	Average	% Increase
2021	300,640	\$1,265,039	\$ 29.93	6.98%
2020	284,323	\$1,267,516	\$ 27.98	9.47%
2019	259,854	\$1,178,322	\$ 25.56	3.30%
2018	252,977	\$1,148,302	\$ 24.74	0.19%
2017	267,956	\$1,221,019	\$ 24.69	1.99%

Spouse Life % Change

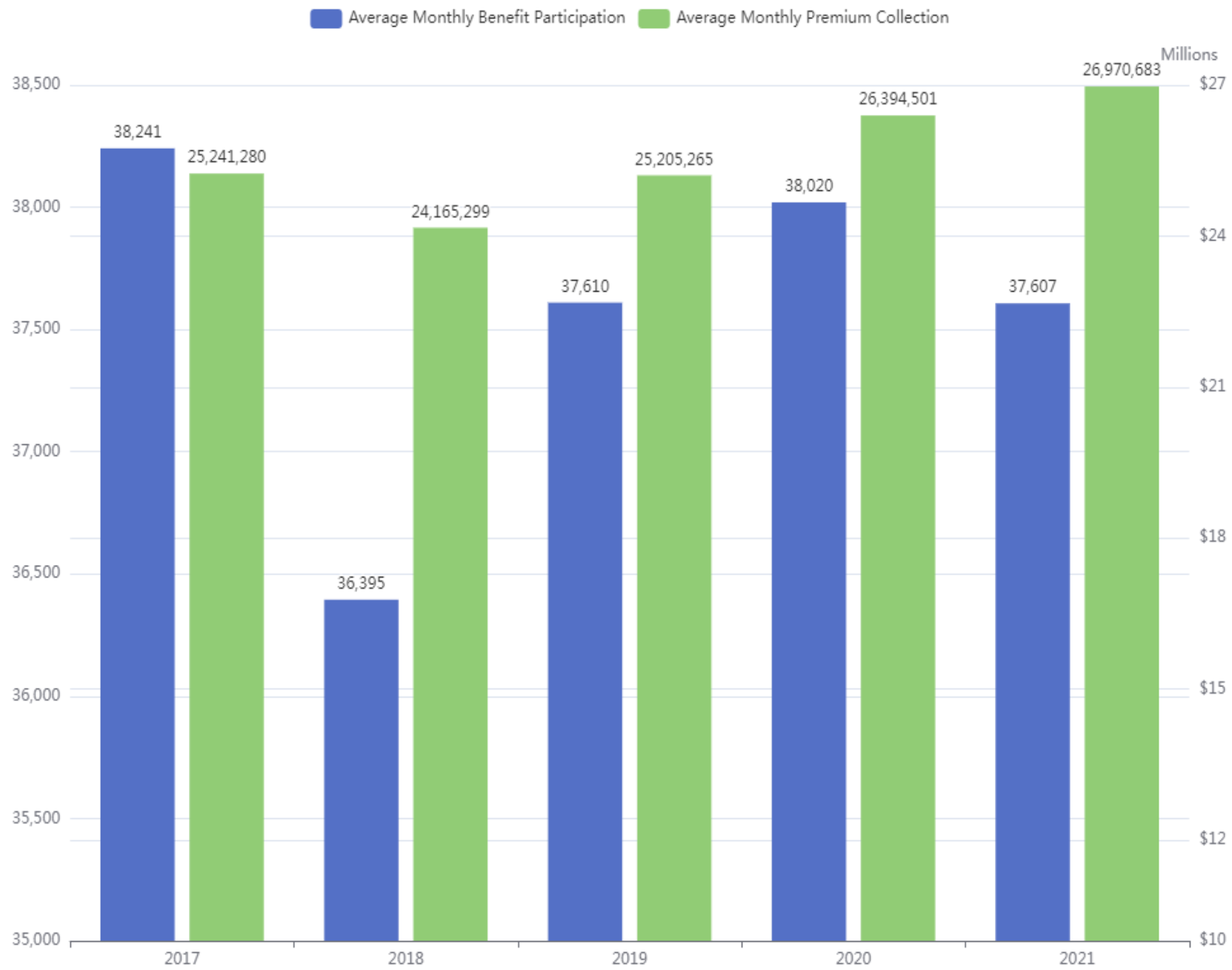
Year	Premium	Face Value (\$000)	Average	% Increase
2021	49,451	\$176,242	\$ 13.32	5.87%

Spouse Life % Change

Year	Premium	Face Value (\$000)	Average	% Increase
2020	48,546	\$180,394	\$ 12.58	10.09%
2019	45,008	\$170,959	\$ 11.43	3.83%
2018	44,238	\$168,385	\$ 11.01	0.30%
2017	47,784	\$182,146	\$ 10.98	1.74%

LTD % Change

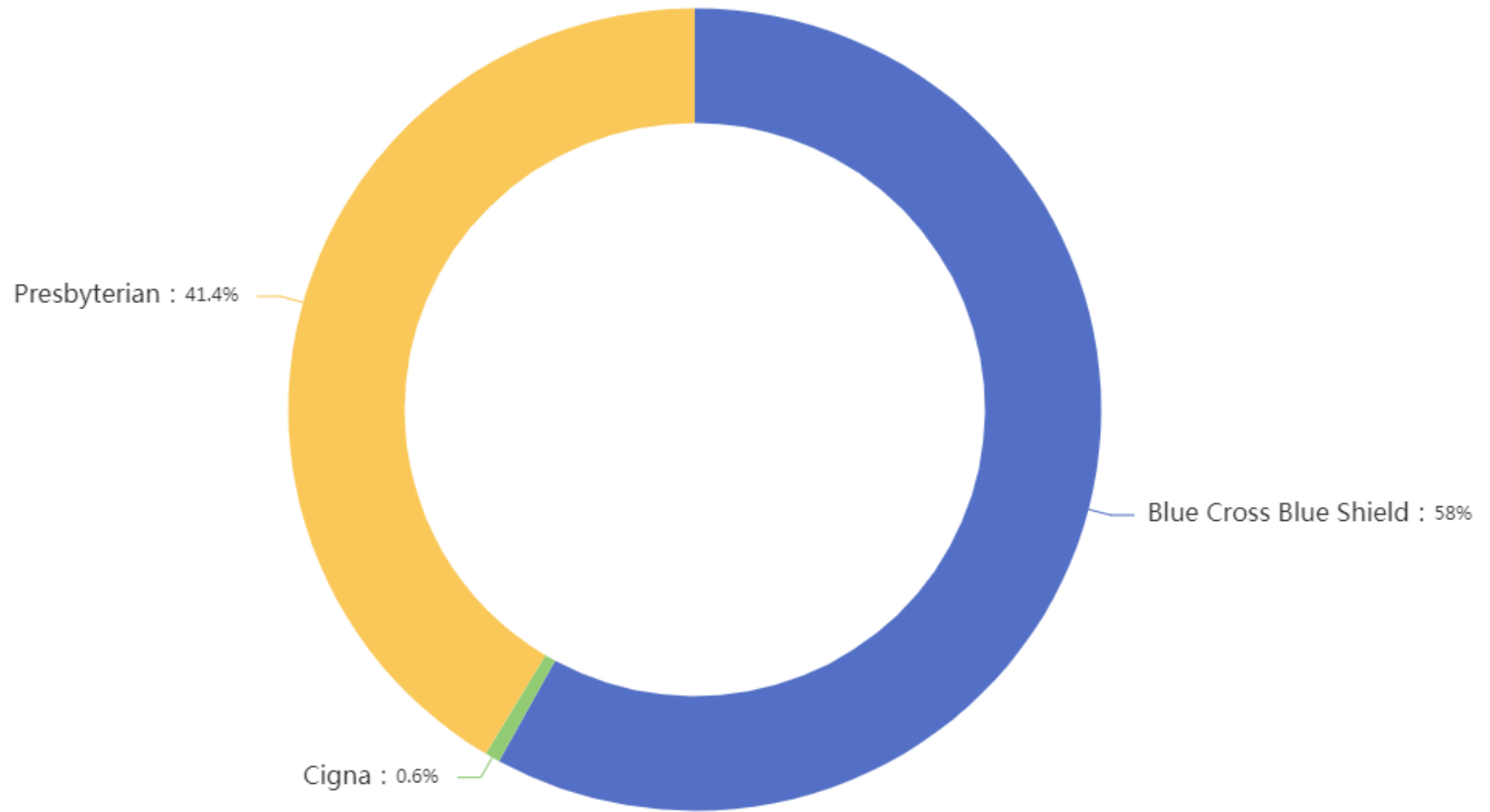
Year	Premium	Face Value (\$000)	Average	% Increase
2021	253,031	\$579,821,706	\$ 21.18	2.95%
2020	247,769	\$573,349,472	\$ 20.57	8.71%
2019	214,008	\$499,978,006	\$ 18.92	3.53%
2018	204,997	\$479,169,202	\$ 18.27	-1.14%
2017	222,921	\$518,147,536	\$ 18.48	1.10%

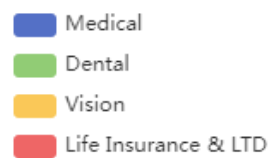


- Blue Cross Blue Shield
- Cigna
- Presbyterian

Allocation of Medical Premium

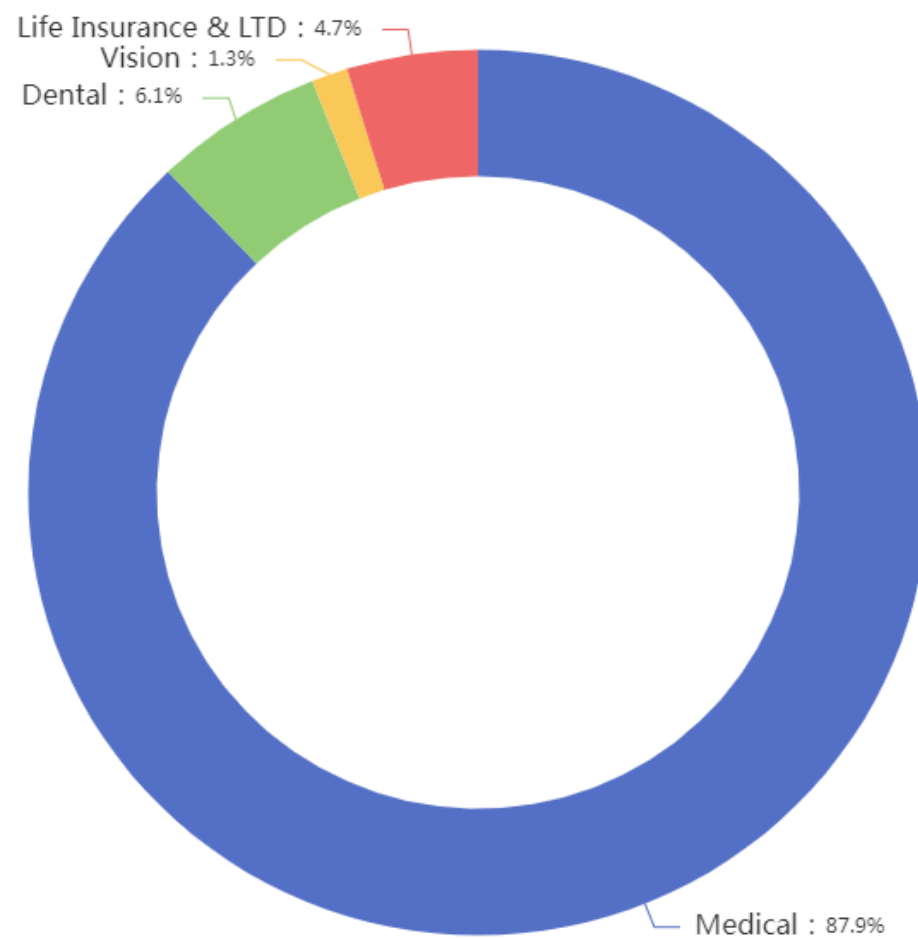
(January 1, 2022)





Allocation of Premium by Benefit Type

(January 1, 2022)





New Mexico Public Schools Insurance Authority

Administered by Erisa Administrative Services, Inc.

P. O. Box 9054; Santa Fe, NM 87504

Phone: (505) 988-4974 or (800) 233-3164 Fax: (505) 988-8943

e-mail: sf@easitpa.com



Average Age, Gross, Family Size, F/M Ratio by Employer

As of 01/01/2022 In Employer Name Sequence

01/18/2022

Employer ID and Name	Age	Family Size	AVG Gross	Ratio F/M
309 ACADEMY FOR TECHNOLOGY AND THE CLAS'	51.50	2.25	\$64,332	1.67
393 ACE LEADERSHIP HIGH SCHOOL	41.58	1.74	\$54,675	0.90
444 ACES TECHNICAL CHARTER SCHOOL	36.67	1.33	\$45,991	0.50
97 AFT NEW MEXICO	45.91	1.73	\$53,095	4.50
46 ALAMOGORDO PUBLIC SCHOOLS	47.83	1.98	\$45,759	2.17
351 ALBUQUERQUE BILINGUAL ACADEMY	44.14	1.57	\$61,981	4.00
345 ALBUQUERQUE CHARTER ACADEMY	48.76	1.90	\$73,045	1.63
439 ALBUQUERQUE COLLEGIATE CHARTER SCHC	30.20	1.50	\$56,917	9.00
354 ALBUQUERQUE INSTITUTE OF MATH & SCIENI	48.00	2.07	\$71,167	1.17
396 ALBUQUERQUE SCHOOL OF EXCELLENCE	42.38	1.83	\$53,609	2.06
389 ALBUQUERQUE SIGN LANGUAGE ACADEMY	36.41	1.86	\$50,646	2.14
349 ALDO LEOPOLD CHARTER SCHOOL	46.67	1.73	\$52,516	0.88
364 ALICE KING COMMUNITY SCHOOL	46.83	1.68	\$48,217	4.86
337 ALMA D ARTE CHARTER HIGH SCHOOL	46.46	1.46	\$56,162	0.86
440 ALTURA PREPARATORY SCHOOL	39.36	1.45	\$59,042	2.67
304 AMY BIEHL CHARTER HIGH SCHOOL	47.05	1.91	\$63,300	1.75
314 ANANSI CHARTER SCHOOL	47.65	2.35	\$45,259	9.00
30 ANIMAS PUBLIC SCHOOLS	50.89	2.95	\$54,081	2.80
22 ARTESIA PUBLIC SCHOOLS	46.39	2.42	\$51,601	2.75
64 AZTEC MUNICIPAL SCHOOLS	48.71	2.25	\$47,758	2.98
87 BELEN CONSOLIDATED SCHOOLS	49.32	1.95	\$49,999	2.82
61 BERNALILLO PUBLIC SCHOOLS	47.93	1.82	\$48,973	2.84
66 BLOOMFIELD MUNICIPAL SCHOOLS	47.98	2.25	\$48,243	3.46
406 Board Members	72.65	1.65		0.13
40 CAPITAN MUNICIPAL SCHOOLS	50.20	2.25	\$51,505	2.82
20 CARLSBAD MUNICIPAL SCHOOLS	46.55	2.07	\$59,492	3.52
37 CARRIZOZO MUNICIPAL SCHOOLS	53.12	2.29	\$49,168	3.00
67 CENTRAL CONSOLIDATED SCHOOL DISTRICT	49.18	2.07	\$58,813	2.23
343 CESAR CHAVEZ COMMUNITY SCHOOL	41.32	1.63	\$52,503	1.38
53 CHAMA VALLEY INDEPENDENT SCHOOLS	48.22	2.10	\$50,381	1.86
357 CHRISTINE DUNCAN HERITAGE ACADEMY	48.68	1.86	\$51,441	3.40
382 CIEN AGUAS INTERNATIONAL SCHOOL	45.32	2.04	\$54,244	3.00
8 CIMARRON MUNICIPAL SCHOOLS	45.38	2.04	\$49,247	3.36
84 CLAYTON PUBLIC SCHOOLS	47.44	2.32	\$50,576	3.10
48 CLOUDCROFT MUNICIPAL SCHOOLS	51.39	2.71	\$43,544	4.86
113 CLOVIS MUNICIPAL SCHOOLS	45.37	2.06	\$50,365	3.09
110 COBRA Participants	56.37	1.70		2.22
24 COBRE CONSOLIDATED SCHOOLS	47.19	2.17	\$48,571	2.17
373 COOPERATIVE EDUCATIONAL SERVICES	49.82	1.93	\$67,236	4.58
417 CORAL COMMUNITY CHARTER SCHOOL	45.12	1.94	\$47,327	3.25
38 CORONA MUNICIPAL SCHOOLS	48.63	2.95	\$44,875	2.80
381 CORRALES INTERNATIONAL SCHOOL	49.06	2.24	\$57,639	4.67
378 COTTONWOOD CLASSICAL PREPARATORY SC	45.89	1.83	\$54,085	1.41
317 COTTONWOOD VALLEY CHARTER SCHOOL	46.38	2.54	\$57,608	12.00
62 CUBA INDEPENDENT SCHOOLS	46.69	1.98	\$54,718	2.33
358 DEMING CESAR CHAVEZ CHARTER HIGH SCH	48.00	1.88	\$55,677	1.33
42 DEMING PUBLIC SCHOOLS	47.01	1.94	\$48,998	2.09



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Average Age, Gross, Family Size, F/M Ratio by Employer

As of 01/01/2022 In Employer Name Sequence

01/18/2022

Employer ID and Name	Age	Family Size	AVG Gross	Ratio F/M
85 DES MOINES MUNICIPAL SCHOOLS	50.29	3.06	\$48,671	16.00
6 DEXTER CONSOLIDATED SCHOOLS	46.86	2.41	\$43,435	2.47
326 DIGITAL ARTS AND TECHNOLOGY ACADEMY	42.86	1.62	\$55,444	4.00
114 DORA CONSOLIDATED SCHOOLS	48.42	2.77	\$47,755	4.20
430 DREAM DINE' CHARTER SCHOOL	51.33	2.00	\$56,759	3.00
54 DULCE INDEPENDENT SCHOOLS	50.65	1.76	\$55,567	2.37
431 DZIL DIT LOOI SCHOOL OF EMPOWERMENT, A	65.00	1.00	\$86,252	1.00
306 EAST MOUNTAIN HIGH SCHOOL	45.00	2.00	\$52,863	2.29
329 EL CAMINO REAL ACADEMY	43.71	1.29	\$50,201	1.67
58 ELIDA MUNICIPAL SCHOOLS	44.94	3.25	\$53,543	6.50
140 ENMU - PORTALES	46.04	1.91	\$55,391	1.03
141 ENMU - ROSWELL	46.35	1.81	\$50,161	1.28
55 ESPANOLA PUBLIC SCHOOLS	48.61	1.84	\$51,001	2.44
80 ESTANCIA MUNICIPAL SCHOOLS	47.46	2.41	\$55,077	3.92
418 ESTANCIA VALLEY CLASSICAL ACADEMY	46.92	2.72	\$53,036	3.17
32 EUNICE MUNICIPAL SCHOOLS	45.98	2.20	\$48,017	4.00
429 EXPLORE ACADEMY	42.22	2.16	\$50,557	2.45
447 EXPLORE ACADEMY - LAS CRUCES	40.50	2.00	\$47,169	7.00
125 FARMINGTON MUNICIPAL SCHOOLS	47.71	2.42	\$51,936	3.56
59 FLOYD MUNICIPAL SCHOOLS	49.95	2.32	\$49,130	6.00
16 FORT SUMNER MUNICIPAL SCHOOLS	48.70	2.24	\$45,361	3.00
19 GADSDEN INDEPENDENT SCHOOLS	47.60	1.88	\$49,956	2.28
43 GALLUP-MCKINLEY COUNTY PUBLIC SCHOOL	48.09	1.99	\$54,090	2.26
342 GILBERT L. SENA CHARTER HIGH SCHOOL	55.44	1.22	\$54,610	3.00
377 GORDON BERNELL CHARTER SCHOOL	48.81	2.25	\$67,110	1.29
15 GRADY MUNICIPAL SCHOOLS	50.47	2.76	\$53,092	4.00
88 GRANTS/CIBOLA COUNTY SCHOOLS	48.52	2.04	\$45,635	2.57
5 HAGERMAN MUNICIPAL SCHOOLS	46.13	2.15	\$47,887	3.22
18 HATCH VALLEY MUNICIPAL SCHOOLS	47.29	2.03	\$47,046	1.91
424 HEALTH LEADERSHIP HIGH SCHOOL	43.71	2.18	\$68,424	3.25
33 HOBBS MUNICIPAL SCHOOLS	46.66	2.16	\$52,813	3.83
39 HONDO VALLEY PUBLIC SCHOOLS	54.23	2.18	\$55,019	3.40
335 HORIZON ACADEMY WEST CHARTER SCHOOL	49.00	2.09	\$51,169	20.00
50 HOUSE MUNICIPAL SCHOOLS	47.56	2.63	\$43,977	2.75
441 HOZHO ACADEMY	41.54	2.23	\$49,555	2.25
410 J. PAUL TAYLOR ACADEMY	46.67	3.11	\$53,358	3.50
34 JAL PUBLIC SCHOOLS	46.69	2.16	\$46,451	3.50
328 JEFFERSON MONTESSORI ACADEMY	47.21	2.00	\$50,618	5.50
56 JEMEZ MOUNTAIN PUBLIC SCHOOLS	52.47	1.63	\$51,196	1.38
63 JEMEZ VALLEY PUBLIC SCHOOLS	50.31	1.45	\$51,101	3.00
332 LA ACADEMIA DE ESPERANZA CHARTER SCH	45.84	2.06	\$53,162	1.31
338 LA ACADEMIA DOLORES HUERTA	47.25	2.00	\$69,571	1.00
412 LA TIERRA MONTESSORI SCHOOL OF THE AR	42.00	1.00	\$44,127	1.00
7 LAKE ARTHUR MUNICIPAL SCHOOLS	46.26	2.26	\$48,989	5.33
17 LAS CRUCES PUBLIC SCHOOLS	46.30	2.07	\$50,276	2.59
372 LAS MONTANAS CHARTER SCHOOL	43.41	2.35	\$55,930	0.60
69 LAS VEGAS CITY PUBLIC SCHOOLS	48.21	2.28	\$51,222	1.82



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As of 01/01/2022 In Employer Name Sequence

01/18/2022

Employer ID and Name	Age	Family Size	AVG Gross	Ratio F/M
323 LEA REGIONAL EDUCATIONAL # 7	46.67	2.67	\$84,011	3.00
51 LOGAN MUNICIPAL SCHOOLS	50.31	3.15	\$46,642	2.57
29 LORDSBURG MUNICIPAL SCHOOLS	50.02	1.94	\$48,091	2.92
41 LOS ALAMOS PUBLIC SCHOOLS	46.02	2.08	\$47,622	1.98
376 LOS ALAMOS SCHOOLS CREDIT UNION	43.40	2.00	\$51,192	1.50
86 LOS LUNAS PUBLIC SCHOOLS	46.42	2.02	\$50,469	2.59
325 LOS PUENTES CHARTER SCHOOL	49.10	1.95	\$52,932	1.86
21 LOVING MUNICIPAL SCHOOLS	45.50	2.66	\$55,720	2.50
31 LOVINGTON MUNICIPAL SCHOOLS	47.37	2.26	\$59,028	3.71
94 LUNA COMMUNITY COLLEGE	51.43	1.74	\$48,210	1.33
75 MAGDALENA MUNICIPAL SCHOOLS	47.93	2.08	\$52,451	2.90
312 MARK ARMIJO ACADEMY	42.50	2.67	\$64,033	3.25
11 MAXWELL MUNICIPAL SCHOOLS	47.28	2.33	\$49,952	8.00
421 MCCURDY CHARTER SCHOOL	53.15	1.73	\$49,866	5.25
380 MEDIA ARTS COLLABORATIVE CHARTER SCHI	49.50	1.81	\$59,809	0.78
14 MELROSE PUBLIC SCHOOLS	46.70	3.22	\$47,843	2.67
78 MESA VISTA CONSOLIDATED SCHOOLS	52.45	1.77	\$51,232	1.10
104 MESALANDS COMMUNITY COLLEGE	51.82	1.42	\$53,808	0.65
386 MIDDLE COLLEGE HIGH SCHOOL	47.67	2.83	\$76,739	0.20
420 MISSION ACHIEVEMENT AND SUCCESS CHAR	38.53	1.46	\$57,115	1.50
303 MONTE DEL SOL CHARTER SCHOOL	51.66	1.91	\$51,851	2.10
344 MONTESSORI OF THE RIO GRANDE	47.18	2.45	\$58,274	4.25
44 MORA INDEPENDENT SCHOOLS	46.00	2.19	\$49,629	2.92
324 MORENO VALLEY CHARTER SCHOOL	49.40	4.60	\$60,030	5.00
81 MORIARTY-EDGEWOOD SCHOOL DISTRICT	47.55	2.11	\$45,114	4.16
362 MOSAIC ACADEMY	46.00	3.23	\$51,048	13.00
28 MOSQUERO MUNICIPAL SCHOOLS	47.11	2.22	\$53,677	3.50
353 MOUNTAIN MAHOGANY COMMUNITY SCHOOL	43.69	1.69	\$49,281	7.00
82 MOUNTAINAIR PUBLIC SCHOOLS	46.59	1.83	\$48,449	2.11
363 NATIVE AMERICAN COMMUNITY ACADEMY	40.49	1.84	\$50,331	2.89
92 NEA	52.00	2.54	\$73,017	2.25
435 NEW MEXICO ASSOCIATION OF SCHOOL BUSI	34.50	1.00	\$59,208	2.00
423 NEW MEXICO CONNECTIONS ACADEMY	44.88	2.67	\$61,667	5.50
103 NEW MEXICO JUNIOR COLLEGE	48.67	1.93	\$51,466	1.63
395 NEW MEXICO SCHOOL FOR THE ARTS	45.07	1.59	\$57,808	1.45
108 NEW MEXICO TECH	46.84	1.86	\$68,768	0.64
407 NEW MEXICO TECH RETIREES	71.32	1.41		0.90
91 NM ACTIVITIES ASSOCIATION	45.25	3.67	\$94,316	0.71
374 NM COALITION OF EDUCATIONAL LEADERS	62.00	1.50	\$86,078	1.00
375 NM SCHOOL BOARD ASSOCIATION	60.00	1.50	\$63,825	2.00
105 NM SCHOOL FOR THE DEAF	44.57	2.04	\$48,669	2.04
90 NMPSIA	47.00	2.86	\$72,853	1.33
336 NORTH VALLEY ACADEMY	50.68	2.14	\$60,310	3.40
98 NORTHERN NEW MEXICO COLLEGE	49.80	1.67	\$58,443	1.18
436 PECOS CONNECTIONS ACADEMY	45.25	2.90	\$62,338	11.75
70 PECOS INDEPENDENT SCHOOLS	49.05	1.74	\$44,881	1.75
322 PECOS VALLEY REC #8	44.29	2.00	\$69,753	6.00



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01/18/2022

Employer ID and Name	Age	Family Size	AVG Gross	Ratio F/M
77 PENASCO INDEPENDENT SCHOOLS	47.28	1.69	\$52,128	2.63
72 POJOAQUE VALLEY PUBLIC SCHOOLS	47.66	1.65	\$47,216	2.06
116 PORTALES MUNICIPAL SCHOOLS	47.40	2.60	\$51,129	3.56
318 PUBLIC ACADEMY FOR PERFORMING ARTS	41.93	1.82	\$55,424	1.45
426 PUBLIC CHARTER SCHOOLS OF NEW MEXICO	36.67	3.00	\$88,668	0.50
379 QUAY SCHOOLS FEDERAL CREDIT UNION	52.00	1.67	\$40,290	3.00
3 QUEMADO INDEPENDENT SCHOOLS	47.29	2.63	\$50,688	3.60
79 QUESTA INDEPENDENT SCHOOLS	48.80	2.70	\$50,037	1.86
443 RAICES DEL SABER XINACHTLI COMMUNITY S	45.14	1.29	\$58,043	7.00
9 RATON PUBLIC SCHOOLS	49.34	2.13	\$46,859	3.29
143 REC #2	50.25	1.00	\$56,900	4.00
320 RED RIVER VALLEY CHARTER SCHOOL	46.00	2.50	\$55,978	7.00
142 REGIONAL EDUCATIONAL CENTER #6	48.60	2.40	\$57,687	4.00
2 RESERVE INDEPENDENT SCHOOLS	51.29	1.71	\$44,113	3.00
368 RIO GALLINAS SCHOOL FOR ECOLOGY AND T	41.00	1.22	\$48,939	2.00
120 RIO RANCHO PUBLIC SCHOOLS	45.48	2.13	\$52,635	2.48
319 ROBERT F. KENNEDY CHARTER SCHOOL	45.52	2.07	\$48,784	1.90
315 ROOTS AND WINGS COMMUNITY SCHOOL	45.67	1.33	\$58,976	2.00
4 ROSWELL INDEPENDENT SCHOOLS	46.56	2.19	\$55,331	2.98
27 ROY MUNICIPAL SCHOOLS	47.17	3.25	\$48,649	5.00
36 RUIDOSO MUNICIPAL SCHOOLS	49.30	2.24	\$51,434	2.74
301 SAN DIEGO RIVERSIDE CHARTER SCHOOL	57.44	1.89	\$49,283	0.80
52 SAN JON MUNICIPAL SCHOOLS	44.44	2.38	\$45,007	4.33
433 SANDOVAL ACADEMY OF BILINGUAL EDUCATI	44.40	1.33	\$42,878	6.50
106 SANTA FE COMMUNITY COLLEGE	50.64	1.80	\$58,230	1.33
71 SANTA FE PUBLIC SCHOOLS	48.81	1.97	\$52,395	2.65
25 SANTA ROSA CONSOLIDATED SCHOOLS	48.04	2.03	\$46,896	2.45
388 SCHOOL OF DREAMS ACADEMY	44.05	1.76	\$52,549	1.31
316 SIDNEY GUTIERREZ MIDDLE SCHOOL	44.21	3.00	\$59,796	6.00
437 SIEMBRA LEADERSHIP HIGH SCHOOL	40.11	1.84	\$63,168	1.11
23 SILVER CITY CONSOLIDATED SCHOOLS	48.70	2.27	\$50,084	2.08
438 SIX DIRECTIONS INDIGENOUS SCHOOL	50.00	1.00	\$101,500	1.00
74 SOCORRO CONSOLIDATED SCHOOLS	47.54	1.83	\$48,351	2.29
442 SOLARE COLLEGIATE	30.53	1.40	\$51,375	6.50
302 SOUTH VALLEY ACADEMY	40.49	1.58	\$54,095	1.15
390 SOUTH VALLEY PREPARATORY SCHOOL	41.07	1.47	\$52,467	6.50
416 SOUTHWEST AERONAUTICS, MATHEMATICS &	39.23	1.85	\$55,545	1.17
347 SOUTHWEST PREPARATORY LEARNING CENT	43.18	1.82	\$56,741	4.00
311 SOUTHWEST SECONDARY LEARNING CENTE	52.67	1.83	\$52,745	1.20
10 SPRINGER MUNICIPAL SCHOOLS	50.65	1.88	\$50,766	7.50
384 TAOS ACADEMY CHARTER SCHOOL	50.26	2.00	\$56,487	2.80
305 TAOS CHARTER SCHOOL	47.75	2.44	\$52,822	3.33
397 TAOS INTEGRATED SCHOOL OF ARTS	53.43	2.00	\$47,212	6.00
428 TAOS INTERNATIONAL SCHOOL	49.38	2.44	\$51,397	3.00
76 TAOS MUNICIPAL SCHOOLS	49.97	1.91	\$49,823	2.90
35 TATUM MUNICIPAL SCHOOLS	49.15	2.65	\$52,914	2.57
432 TECHNOLOGY LEADERSHIP HIGH SCHOOL	49.80	1.47	\$64,968	2.75



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13 TEXICO MUNICIPAL SCHOOLS	48.64	2.81	\$53,161	3.27
371 THE ALBUQUERQUE TALENT DEVELOPMENT	48.50	2.50	\$60,711	0.67
394 THE ASK ACADEMY	47.09	2.13	\$53,544	2.56
398 THE GREAT ACADEMY	41.25	2.25	\$66,450	1.00
383 THE INTERNATIONAL SCHOOL	40.48	1.71	\$52,714	3.20
392 THE MASTERS PROGRAM	50.58	1.42	\$65,993	0.83
352 THE MONTESSORI ELEMENTARY SCHOOL	41.47	1.71	\$49,703	4.67
385 THE NEW AMERICA SCHOOL	39.17	1.67	\$60,971	0.71
415 THE NEW AMERICA SCHOOL - LAS CRUCES	43.85	2.77	\$52,709	5.50
399 THE NEW MEXICO INTERNATIONAL SCHOOL	44.00	1.75	\$73,134	5.00
391 TIERRA ADENTRO OF NEW MEXICO	43.12	1.65	\$60,804	4.67
355 TIERRA ENCANTADA CHARTER HIGH SCHOOL	46.77	1.92	\$67,539	0.63
73 TRUTH OR CONSEQUENCES MUNICIPAL SCH	48.86	2.06	\$48,361	3.72
49 TUCUMCARI PUBLIC SCHOOLS	48.99	2.24	\$47,672	2.64
47 TULAROSA MUNICIPAL SCHOOLS	51.20	2.04	\$56,169	1.76
313 TURQUOISE TRAIL CHARTER SCHOOL	46.31	1.98	\$53,419	4.10
310 TWENTY FIRST CENTURY PUBLIC ACADEMY	42.58	1.52	\$47,243	2.10
26 VAUGHN MUNICIPAL SCHOOLS	49.36	2.07	\$48,816	6.00
367 VISTA GRANDE HIGH SCHOOL	42.56	1.33	\$50,867	2.00
445 VOZ COLLEGIATE	38.00	1.00	\$48,051	0.00
45 WAGON MOUND PUBLIC SCHOOLS	46.78	2.50	\$49,866	4.67
334 WALATOWA CHARTER HIGH SCHOOL	55.80	1.20	\$56,006	0.50
68 WEST LAS VEGAS PUBLIC SCHOOLS	46.71	1.89	\$53,021	1.81
96 WESTERN NM UNIVERSITY	46.73	1.97	\$53,489	1.19
413 WILLIAM W. AND JOSEPHINE DORN CHARTER	38.40	1.40	\$48,870	4.00
89 ZUNI PUBLIC SCHOOLS	47.85	1.87	\$69,243	1.58
Overall	47.37	2.06	\$51,767	2.38

Mosaic Academy

Resolution to Change Long-Term Disability Benefit Coverage from 90-Day Benefit Waiting Period to 30-Day Benefit Waiting Period

2021/2022

(starting/ending school year)

School Year and Effective October 1, 2022

To provide an increased Long-Term Disability insurance benefit to benefits eligible employees who are on contract that work 20 hours per week or more.

WHEREAS, Mosaic Academy is requesting from the New

(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to increase our Long-Term Disability benefit from a 90-day benefit waiting period to a 30-day benefit waiting period for employees who are on contract that work 20 hours per week or more; and

WHEREAS, the governing council of Mosaic Academy

(district/entity name)

understands that in order for the change in Long-Term Disability benefit levels, a resolution requesting such must be adopted by the council of the Mosaic Academy and approved by the NMPSIA Board of

(district/entity name)

Directors and The Standard Insurance Company who provides the Long-Term Disability benefit coverage to NMPSIA.

NOW, THEREFORE, BE IT RESOLVED that we, the governing council of the Mosaic Academy wish to offer our employees as described

(district/entity name)

above, the ability to participate in the NMPSIA Long-Term Disability 30-day benefit waiting period insurance coverage for the school year effective October

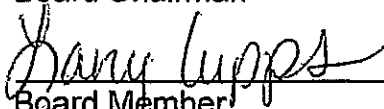
(starting/ending school year)

1, 2022. In addition, we do resolve to provide the employer's share of the insurance premiums for this benefit for our benefits eligible employees.

Signed this _____ day of _____



Board Chairman



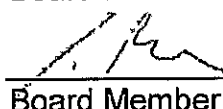
Board Member




Board Member



Board Member



Board Member



Board Member

STATE OF NEW MEXICO
PUBLIC SCHOOLS INSURANCE AUTHORITY
PROFESSIONAL SERVICES CONTRACT # 342-2021-03



PHARMACEUTICAL BENEFITS MANAGEMENT SERVICES

PREScription BENEFIT SERVICES AGREEMENT

This Prescription Benefit Services Agreement (the "Agreement"), is entered into as of July 1, 2022 (the "Effective Date"), between [REDACTED] (the "Contractor"), and the New Mexico Public Schools Insurance Authority ("Client" or "Agency"), the sponsor of the health benefit plan.

Client has established a health benefit plan(s) for its Plan Participants and hereby retains [REDACTED] to provide certain prescription benefit management, disease management and specialty pharmacy services with respect to Client's health benefit plan(s).

[REDACTED] agrees to provide such services pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms shall have the meaning provided in this Section 1.
 - 1.1 **"340B Claim"** means a Claim identified by the submission of "20" in any of the Submission Clarification Code fields, a Claim submitted by pharmacy owned by a covered entity, as defined in Section 340B(a)(4) of the Public Health Services Act, whose 340B status is coded as "38" or "39" in the NCPDP DataQ database, and/or any other Claim identified by a manufacturer as having received 340B program wholesale pricing and therefore ineligible for a Rebate.
 - 1.2 **"AWP"** means the "average wholesale price" for a standard package size of a prescription drug from the most current pricing information provided to [REDACTED] by Medi-Span Prescription Pricing Guide (with supplements), or following notice to Client, any other nationally available reporting service of pharmaceutical prices as utilized by [REDACTED] as a pricing source for prescription drug pricing. The standard package size applicable to a mail service pharmacy shall mean the actual 11-digit NDC of the package size used to fulfill the quantity dispensed. The standard package size applicable to a Participating Pharmacy shall be the actual package size dispensed from a Participating Pharmacy as reported by such Participating Pharmacy to [REDACTED].
 - 1.3 **"Biosimilar"** means a biological product that is highly similar to a biological product already approved by the FDA (i.e. reference product) and is licensed and approved by the FDA as a biosimilar under Section 351(k) of the Public Health Service Act, notwithstanding minor differences in clinically inactive component but otherwise no clinically meaningful differences between the biologic product and the reference products in terms of safety, purity and potency of the product.
 - 1.4 **"Brand Drug"** shall mean for purposes of reconciling financial guarantees, drugs or devices for which the Medi-Span Multisource Code field contains "M" (co-branded product), or "N" (single source brand), or "O" (originator). For purposes of adjudication, [REDACTED] may override the M, N, or O indicators and reclassify the drug to be a Generic Drug after review of additional information.
 - 1.5 **"Claims"** means those prescription drug claims processed through [REDACTED] on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with Client's Plan. For avoidance of doubt, "Claims" shall refer to paid Claims (i.e., transactions that result in a payment by Client

- and/or a Member to a pharmacy for a dispensed product) as opposed to reversals, rejected claims, and adjustments) unless specified otherwise when the term is used.
- 1.6 **“Contract Year”** means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.
- 1.7 **“Cost Share”** means the amount which a Plan Participant is required to pay for a prescription in accordance with the PDD, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.
- 1.8 **“Covered Product”** means a drug or device that is covered under the formulary adopted by the Plan pursuant to Section 2.6 of this Agreement, and which requires a prescription for dispensing and/or coverage as a Plan benefit.
- 1.9 **“Specialty Pharmacies”** has the meaning set forth in Section 2.12 of this Agreement.
- 1.10 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.
- 1.11 **“Formulary”** means [REDACTED] formulary, adopted by Client pursuant to Section 2.6 of this Agreement, as created, maintained and amended by [REDACTED] from time to time. The Formulary consists of (a) a ranking of Covered Products into preferred and non-preferred tiers, (b) a listing of Non-Covered Products, and (c) associated utilization review programs pursuant to [REDACTED] standard clinical criteria, which may include, but not limited to, prior authorizations, step therapy and/or quantity limits for one or more Covered Products. These programs may be conducted prospectively or retrospectively. The Formulary has been approved by [REDACTED] P&T Committee. The pricing set forth in Exhibit A to this Agreement is conditioned upon Client adoption of the Formulary identified in Exhibit A as its Plan formulary.
- 1.12 **“Generic Drug”** shall mean, for purposes of reconciling financial guarantees, drugs or devices for which the Medi-Span Multisource Code field contains a “Y” (generic). In addition, Claims with DAW 5 code (“House Generics”) shall be classified as Generic Drug Claims. For purposes of adjudication, [REDACTED] may override a MediSpan Multisource Code of M, N, or O and reclassify the drug to be a Generic Drug after review of additional information.
- 1.13 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.
- 1.14 **“Losses”** means all claims, liabilities, demands, damages, losses, costs or expenses of any kind, including, without limitation, reasonable attorneys’ fees and expenses.
- 1.15 **“Manufacturer Administrative Fees”** means the administrative fees received by [REDACTED] from pharmaceutical companies for administrative services rendered in its capacity as a group purchasing organization for the Plan in contracting for Rebates and administering Rebate contracts.
- 1.16 **“Maximum Allowable Cost” or “MAC”** means the unit price that has been established by [REDACTED] for a drug with more than two sources included on the MAC drug list applicable to Client, which list may be amended from time to time by [REDACTED] in maintaining its generic pricing program. [REDACTED] shall update MAC pricing at least once every seven (7) days and shall, in a timely manner, eliminate Covered Products from the MAC drug list or modify MAC pricing based on changes in product availability and pricing data utilized by [REDACTED] in establishing the MAC unit prices. Client acknowledges that the MAC list applicable to Client is not the same as the MAC list published by the Centers for Medicare and Medicaid Services (formerly known as the Health Care Financing Administration, or “HCFA MAC”). A copy of such MAC drug list shall be provided to Client prior to execution of this Agreement and thereafter upon Client’s reasonable request.

- 1.17 **"Non-Covered Products"** shall mean drugs or other related products that are not Covered Products. Non-Covered Products may also be referred to as "Excluded Products". All designations of products as Non-Covered Products shall be approved by [REDACTED] P&T Committee.
- 1.18 **"OTC"** means Over The Counter drugs or products that do not require a prescription to buy.
- 1.19 **"P&T Committee"** shall mean the [REDACTED] Pharmacy and Therapeutics Committee, which is an independent body of health care professionals and academicians recognized as national experts and leaders in their fields of specialty who periodically review new drugs introduced to the market, re-evaluate selected therapeutic drug classes and drugs in the pharmaceutical development pipeline, and evaluate any current, relevant drug safety issues.
- 1.20 **"Participating Pharmacy"** means a retail pharmacy that participates in a retail network established by [REDACTED]
- 1.21 **"Plan"** means the health benefit plan(s) sponsored by Client that includes the prescription drug benefit.
- 1.22 **"Plan Design Document"** or **"PDD"** means various documents or forms, including implementation forms, clinical management forms, clinical programs election forms, clinical utilization or other documents, prepared by [REDACTED] and approved by Client, as may be modified by Client from time to time in accordance with Section 5.3 of this Agreement, which documents detail the relevant parts of the Plan for prescription drug benefits and clinical programs adopted by Client and which are used by [REDACTED] to provide Services under this Agreement.
- 1.23 **"Plan Participant"** or **"Member"** means all eligible employees and their eligible dependents enrolled under Client's prescription drug benefits Plan, and identified by Client to be eligible for prescription drug benefits under the Plan, as set forth in Client's eligibility file or otherwise communicated by Client in a format acceptable to [REDACTED]
- 1.24 **"PPACA"** means the Patient Protection and Affordable Care Act, as amended and the regulations promulgated thereunder.
- 1.25 **"Prescriber"** means a health care practitioner licensed or authorized by law to issue an order for a prescription drug.
- 1.26 **"Protected Health Information"** or **"PHI"** shall have the meaning given such term by HIPAA, but limited to that information created or received by [REDACTED] in its capacity as a business associate to the Plan.
- 1.27 **"Rebates"** means compensation or remuneration of any kind received or recovered from a pharmaceutical manufacturer by [REDACTED] attributable to the purchase or utilization of Covered Drugs by Members, including, but not limited to, incentive rebates; credits; rebates, regardless of how categorized; market share incentives; promotional allowances; commissions; educational grants; market share of utilization; drug pull-through programs; implementation allowances; clinical detailing; rebate submission fees; price/inflation protection; and administrative or management fees, including Manufacturer Administrative Fees (as defined above); and any fees that [REDACTED] receives from a pharmaceutical manufacturer for administrative costs, formulary placement, and/or access.

[REDACTED] agrees to pass through 100% of ALL Rebate revenue earned and will not charge an administrative fee for this arrangement. [REDACTED] also agrees to disclose details of all other programs and services generating financial remuneration attributable to the purchase or utilization of covered drugs by eligible persons from outside entities, including manufacturers and retailers

- 1.28 **"Services"** means the prescription drugs and all related products and services as provided by [REDACTED] pursuant to this Agreement.
- 1.29 **"Specialty Connect"** means a convenience offering of [REDACTED] where, subject to applicable law, a Plan Participant may submit a Specialty Drug prescription to a [REDACTED] Specialty Pharmacy through any [REDACTED] retail pharmacy. In addition, where permitted by law, [REDACTED] Specialty Pharmacy prescriptions can be picked up at any [REDACTED] retail pharmacy.
- 1.30 **"Specialty Drugs"** means certain pharmaceuticals, biotech or biological drugs, that are Covered Products and that are used by [REDACTED] that are used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling, including without limitation those listed in Attachment 1 of Exhibit A (which [REDACTED] may amend from time to time).
- 1.31 **"State"** or **"the State"** means the State of New Mexico.
- 1.32 **"Term"** shall mean the time period between the Effective Date and termination of this Agreement, including the Initial Term, as extended by any Renewal Term (as such terms are defined in Section 8.1).
- 1.33 **"Usual and Customary"** or **"U&C"** means the lowest price a Participating Pharmacy would charge to a particular customer if such customer were paying cash for filling an identical prescription on that particular day at that particular location, as submitted by the Participating Pharmacy. This price must include any applicable dispensing fee and/or level of effort, and must include any applicable discounts offered to attract customers.

2. [REDACTED] **Services.** [REDACTED] shall provide the Services in a manner consistent with the PDD, and the terms of this Agreement, and Client hereby authorizes [REDACTED] to provide the Services in such manner.

2.1 **Claims Processing.**

- (a) On-Line Claims Processing. [REDACTED] will perform Claims processing services for products dispensed by Participating Pharmacies, [REDACTED] mail service pharmacies and [REDACTED] Specialty Pharmacies. [REDACTED] will perform standard drug utilization services, as described in Section 2.8 of this Agreement, for each Claim submitted by Participating Pharmacies, [REDACTED] mail service pharmacies and [REDACTED] Specialty Pharmacies.
- (b) Submitted Paper Claims. To the extent authorized by the PDD, [REDACTED] will process Claims submitted by Plan Participants directly to [REDACTED] consistent with [REDACTED] standard procedures and for the fees set forth in Exhibit A.

- 2.2 **Mail Service Pharmacy.** [REDACTED] mail service pharmacies shall provide the following products and services:

- (a) Dispense new or refill prescriptions following receipt from a Plan Participant and/or Prescriber of (i) a prescription and a completed order or refill order, and (ii) any applicable Cost Share;
- (b) Fill prescriptions subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, and product labeling guidelines;
- (c) Ship all drugs to Plan Participants via United States postal service or other appropriate carriers consistent with [REDACTED] standard policies to the address provided by

- Client and/or the Plan Participant. In the event non-standard shipping is requested by Client and/or Plan Participant, additional charges may apply; and
- (d) Comply with [REDACTED] terms and conditions applicable to mail pharmacy services in effect as may be amended from time to time.
 - (e) In the event that Client believes the Plan paid more for a Claim at mail than it would have paid for that Claim were it processed at retail on the same day, excluding U&C pricing, [REDACTED] will evaluate the Claim in question, and, to the extent the Claim was priced higher at mail than it would have been at retail, will reimburse Client on a dollar-for-dollar basis.

2.3 Retail Pharmacy Network. [REDACTED] contracts with Participating Pharmacies, which are independent contractors, to provide prescription drugs and related products and services with respect to the Plan. [REDACTED] shall in accordance with the retail network agreement between [REDACTED] and Participating Pharmacies:

- (a) Require Participating Pharmacies to service Plan Participants during their normal business hours, in all applicable geographic areas;
- (b) Include in its retail network agreements that Participating Pharmacies must comply with [REDACTED] terms and conditions applicable to participation in the retail pharmacy network in effect as may be amended from time to time;
- (c) Provide information to Participating Pharmacies concerning drug interaction, safety edits, and generic substitution and therapeutic intervention programs;
- (d) Direct Participating Pharmacies to collect all applicable Cost Shares or the lesser of Cost Share or U&C from Plan Participants;
- (e) Provide and maintain toll free telephone access for Participating Pharmacies to address Claim submission and clinical drug utilization review issues;
- (f) Maintain a database of Participating Pharmacies so that Plan Participants and Client may locate a Participating Pharmacy using [REDACTED] website;
- (g) Be solely responsible for payment to the Participating Pharmacies for prescriptions dispensed (exclusive of Cost Shares), provided that the foregoing shall not release Client from any payment obligation to [REDACTED] and
- (h) Conduct Participating Pharmacy audits as follows:
 - (i) [REDACTED] shall conduct weekly on-site and off-site audits of certain Participating Pharmacies as selected by [REDACTED] to help verify such Participating Pharmacies' compliance with their respective pharmacy network agreements with [REDACTED] ("Periodic Audits"). [REDACTED] shall have the sole right to audit Participating Pharmacies. Such audits shall include a daily review of Claims greater than one thousand dollars (\$1,000); and
 - (ii) To the extent [REDACTED] determines, as the result of its Periodic Audits, that amounts have not been billed in accordance with [REDACTED] pharmacy network agreements ("Audit Discrepancies"), [REDACTED] shall make reasonable attempts to reconcile such Audit Discrepancies. In the event an Audit Discrepancy has a financial impact to Client, [REDACTED] shall reconcile Client's invoice, or credit Client, based upon such Audit Discrepancy. [REDACTED] shall notify Client of any Audit Discrepancy that has impacted Client's financial obligation to [REDACTED] by greater than one thousand dollars (\$1,000) that [REDACTED] determines to be reasonably uncollectible by [REDACTED]. Client acknowledges and agrees that [REDACTED] may, but is not required to, initiate any collection action to collect any Audit Discrepancies. [REDACTED] obligation to conduct Periodic Audits and to attempt collection and reconciliation, as described, shall be [REDACTED] sole obligation with respect to remedying Audit Discrepancies.

- (i) As required by applicable federal, state or local law, [REDACTED] shall not limit a Participating Pharmacy's ability to disclose to a Member whether their Cost Share exceeds the retail price for a Covered Product, or the availability of a more affordable alternative drug.
- (j) [REDACTED] will work proactively to communicate significant changes to the retail network in advance of the actual changes taking place so that Client and Plan Participants have adequate time to address any impacts. [REDACTED] agrees to offer improved pricing terms to Client if greater than 2% of Members are impacted by proposed changes to the participating retail 30 and retail 90 pharmacy network.

2.4 Implementation.

- (a) In consultation with Client, [REDACTED] shall develop a mutually agreeable implementation project plan prior to the Effective Date, or prior to the implementation of any new group or Plan during the Term. The project plan for initial implementation shall include specific dates related to the July 1, 2022 Effective Date, and indicate the specific items and data that will be required from Client, the specific items and data that will be required from the outgoing PBM vendor, and the specific due dates for each of these items or data sets. The implementation plan shall also include detailed information about data requirements and format for 834 files, and the time frame for testing 834 files.
- (b) Client or Client's designee shall provide to [REDACTED] prior to the Effective Date, or prior to the implementation of any new group or Plan during the Term: (i) the initial eligibility test data and the initial full eligibility data; (ii) the governing Plan documents, a summary plan description, and an executed PDD; and (iii) a refill file (if available) in a format acceptable to [REDACTED]. Any delays by Client or its designee in providing this information may delay the implementation of Services by [REDACTED]. [REDACTED] agrees to work with Client's designee during a pre/post implementation audit to run test claims in a test environment utilizing Client's actual plan parameters.
- (c) Subject to timely receipt of a refill file or prescription, [REDACTED] will begin filling prescriptions through its mail service pharmacies as of the Effective Date.
- (d) [REDACTED] will make available electronically implementation information to Plan Participants which may include the following materials: (i) introductory cover letter; (ii) standard identification cards for use within the retail network which shall include [REDACTED] and client name and logo and toll free number; (iii) a standard client benefit brochure; (iv) mail service order form; (v) paper Claim reimbursement form, if applicable; and (vi) Formulary brochure, if applicable. At Client's expense and election, [REDACTED] may prepare printed information, materials or envelopes for mailing such information to Plan Participants. [REDACTED] will use Plan Participant address information provided as part of the Eligibility Information submitted in accordance with Section 2.5.
- (e) Any reprints or customization of any communication materials requested by Client shall be at Client's expense and must be co-branded.
- (f) At Client's request, [REDACTED] will provide template content about [REDACTED] clinical programs that Client may integrate into its Summary Plan Description (SPD).
- (g) Member communications regarding Client's Plan design and related materials are available for review and approval during implementation.

(h) During the implementation period, [REDACTED] agrees to allow Client to access [REDACTED] Member-facing website with a dummy login, and to provide Client with a virtual tour of its CSR system and any custom messaging system.

2.5 **Eligibility Data.** Client, or Client's designee, at Client's sole expense, will provide [REDACTED] all information concerning its Plan and Plan Participants needed to perform the Services, including any updates thereto ("Eligibility Information"). This Eligibility Information must be complete and accurate, provided timely, and in a mutually agreeable format and media. Client acknowledges and agrees that [REDACTED] will not use Social Security Numbers on Plan Participants' identification cards and will instead use alternate identification numbers assigned and provided by Client. Client acknowledges that [REDACTED] Plan Participant's Prescriber or Participating Pharmacy shall be able to rely on the Eligibility Information provided by Client. [REDACTED] agrees to communicate directly with Client's staff or its designated representative regarding any uncertain eligibility situations before notifying a claimant directly of their ineligible status.

2.6 **Formulary Management.**

(a) **Formulary Election.** Client hereby adopts, as part of the Plan design and as Client's formulary, the [REDACTED] Formulary, as in effect from time to time. The specific formulary election made by Client is identified in Exhibit A to this Agreement.

(b) **Formulary Changes.** Changes made by [REDACTED] to the Formulary may be based upon, among other things, the introduction of new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry or its practices, introduction of new Generic Drugs, and/or new legislation and regulations. [REDACTED] shall provide quarterly notices to Client regarding any negative changes to the Formulary which may include, but are not limited to, movement of a drug from a preferred to a non-preferred tier or the addition of or removal of utilization management edits. For changes effective January 1, [REDACTED] shall use reasonable efforts to provide such notice at least ninety (90) days prior to such change; for all other changes [REDACTED] shall use reasonable efforts to provide such notice at least sixty (60) days prior to such change. The parties acknowledge that [REDACTED] may elect to add to the Formulary new drugs introduced to the market, or line-extensions of certain currently available drugs, only after [REDACTED] P&T Committee has evaluated such drug and recommends such drug be added to the Formulary.

(c) **Non-Covered Products.** With regards to any drug(s) [REDACTED] may identify as a Non-Covered Product and/or remove from the Formulary, [REDACTED] may make such decisions based upon, among other things, new products, customer safety, clinical appropriateness, efficacy, cost effectiveness, changes in availability of products, new clinical information and other considerations, changes in the pharmaceutical industry, introduction of new Generic Drugs, excessive inflation in the cost of the product (i.e., hyperinflation), and/or new legislation and regulations. Client acknowledges and agrees that [REDACTED] (i) may remove drugs from the Formulary and/or identify drugs as Non-Covered Products from time to time on a quarterly basis; and (ii) will provide Client at least sixty (60) days' prior notification of any such removals from the Formulary, except in the case of removals to take effect on January 1 of the following year, [REDACTED] will provide ninety (90) days' prior notification of such removals. In the event of a removal of a drug from the Formulary [REDACTED] shall provide targeted communications to Plan Participants 30-45 days prior to the date of removal. In the event safety concerns or regulatory action require

- ██████████ to remove a Covered Product from the Formulary without prior notice, shall notify Client of the removal within five (5) business days.
- (d) Prescriber Authority. Client acknowledges the Prescriber shall have final authority over the drug prescribed to a Plan Participant, regardless of benefit coverage.

2.7 Generic Substitution Program.

- (a) Generic substitution may be conducted through ██████████ mail service pharmacies and Participating Pharmacies under a program which substitutes Brand Drugs with Generic Drugs, where available and clinically appropriate, unless (i) the Prescriber requires the prescription to be dispensed as written and does not authorize generic substitution, or (ii) the Plan Participant has notified the dispensing pharmacy to dispense the Brand Drug only.
- (b) ██████████ will provide generic messaging to Participating Pharmacies, which is intended to promote point-of-sale generic substitution of multi-source Brand Drugs. Client acknowledges that a pharmacist may override such messaging if the Prescriber or the Plan Participant has notified the dispensing Participating Pharmacy to dispense the brand name drug only.

2.8 Drug Utilization Review ("DUR") Services.

- (a) ██████████ will provide its automated concurrent DUR Services including but not limited to: (i) drug to drug interactions; (ii) therapeutic duplications; (iii) over-utilization; (iv) insufficient or excessive drug usage; and (v) early refills.
- (b) Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. The DUR Services are necessarily limited by the amount, type and accuracy of Plan Participant information made available to ██████████.

2.9 Plan Participant / Account Services.

- (a) ██████████ shall operate toll-free customer service lines twenty-four (24) hours a day, seven (7) days a week for the purpose of responding to inquiries from Plan Participants through ██████████ call centers and utilizing ██████████ call center programs. The toll-free customer service phone number will be made available to Plan Participants prior to the go-live date. All customer service operations requiring verbal communication with Client and Client's Members will be performed in the United States. ██████████ agrees to provide audio recordings and call summaries upon Client's reasonable request; such requests require five (5) business days to process and provide. ██████████ agrees to conduct at least quarterly calls with Client to review member service issues, to conduct a minimum of one annual Client meeting with call center executive to discuss services regarding enrollment and Member issues, and to allow Client to review Member service quality issues to the resolution endpoint.
- (b) ██████████ shall also provide telephonic emergency pharmacist services twenty-four (24) hours a day, seven (7) days a week.
- (c) ██████████ will provide an internet website where Plan Participants can access information with respect to Plan specific drug information, the Formulary, Cost Shares, Participating Pharmacy listings and prescriptions.

- (d) [REDACTED] may provide communications to Plan Participants and/or Client regarding drug recalls or withdrawals. Client acknowledges that it shall look solely to pharmaceutical companies and not to [REDACTED] for any refunds or reimbursements associated with such drug.
- (e) Client reserves the right to review, edit, or customize any communication from [REDACTED] to Members.
- (f) [REDACTED] agrees to provide online, real-time Claim system access to Client or its designee, including the ability to override Claims, and access to historical Claims data for up to four (4) years following termination of the Agreement. At Client's request, [REDACTED] will provide different levels of access to Client designees so that not all Client designees are able to see all details relating to Member Claims.

2.10 Reports, Claims Data and SSAE 16. [REDACTED] shall provide reports and detailed Claims data to Client as follows:

- (a) [REDACTED] shall prepare and provide Client with [REDACTED] standard management and utilization reports.
- (b) At Client's expense, [REDACTED] may prepare and provide non-standard management and utilization reports and ad hoc reports within an agreed-upon time and format, at [REDACTED] prevailing rate.
- (c) With the issuance of each Claims invoice, [REDACTED] shall provide Client with up to two (2) sets of complete Claims data in [REDACTED] standard format at no additional charge. At Client's expense, request and direction, [REDACTED] may provide detailed electronic Claims files or Claim detail reports to Client's designated third party service provider subject to such third party's execution of [REDACTED] form confidentiality agreement. Except as otherwise set forth in Section 9 of this Agreement, Client shall not release or provide any Claims data including pricing and other Confidential Information, to a third party.
- (d) If requested, [REDACTED] shall provide Client with a copy of its most recent SSAE 16 (SOC 1) report, or a copy of the successor to such report, in accordance with the terms and conditions of such report.
- (e) [REDACTED] agrees to absorb programming or other administrative costs related to PPACA requirements that were in effect on or before June 1, 2021. Additional fees may be necessary for PPACA, and other state and federal requirements, that take (or have taken) effect after June 1, 2021, depending on the specific requirement at issue.
- (f) [REDACTED] agrees to provide weekly and/or monthly data transmissions (may include feeds to data warehouses) to up to ten (10) vendors chosen by Client at no charge. PBM will also interact/exchange data with all vendors as needed at no additional charge.
- (g) [REDACTED] agrees to maintain at least four years of Client's Claims and eligibility information at all times, and to provide data feeds as requested by Client.
- (h) Upon the termination of this Agreement and at Client's request, in a mutually agreed-upon format the Contractor will return to the Agency or its duly authorized representatives all records that are confidential to the Agency received by the Contractor in performing its duties under this Agreement, including, but not by way of limitation, financial records, employee records, all records relating to claims filed, processed and paid.
- (i) Nothing produced by the Contractor solely in performance of its work under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

- (j) [REDACTED] agrees to comply with all statutorily required claims and data collection, required under the laws of the State of New Mexico.

2.11 **Drug Classification.** [REDACTED] shall use Medi-Span Master Drug Database (Medi-Span) indicators, and their associated files, or indicators provided by another nationally available reporting service of pharmaceutical drug information, in helping to determine the classification of drugs (e.g., prescription vs. over the counter, brand vs. generic, single-source vs. multi-source) for purposes of this Agreement.

2.12 **Specialty Pharmacy.** [REDACTED] specialty pharmacies ("Specialty Pharmacies") shall provide specialty pharmacy products and services as follows:

- (a) Dispense new or refill prescription orders for Specialty Drugs upon receipt from a Plan Participant of (i) a prescription and a completed order or refill order form, and (ii) the applicable Cost Share;
- (b) Fill prescriptions for Specialty Drugs subject to the professional judgment of the dispensing pharmacist, good pharmacy practices in accordance with local community standards, and product labeling and guidelines;
- (c) Ship Specialty Drugs to Plan Participants via the United States postal service or other appropriate carriers consistent with [REDACTED] standard policies to the address provided by Client and/or the Plan Participant. In the event non-standard shipping is requested by Client and/or Plan Participant, additional charges may apply;
- (d) Bill Client's medical benefits provider when appropriate, and pursuant to instructions from Client's medical benefits provider; and
- (e) Comply with, and include in its standard retail network agreements that any Participating Pharmacy providing Specialty Drugs to Plan Participants must comply with, [REDACTED] terms and conditions applicable to specialty pharmacy services in effect from time to time.

2.13 **Government Agency Submitted Claims.** Client acknowledges that government agencies, or their agents may seek eligibility or similar data from [REDACTED] regarding Plan Participants. Additionally, government agencies, or their agents, may submit to [REDACTED] claims for reimbursement for prescription drug benefits provided by such government agencies, or their agents, to Plan Participants ("Government Claims"). Subject to the terms of this Agreement, and only for the duration of the Term of this Agreement. Client authorizes [REDACTED] to provide such data as requested by government agencies or their agents and further authorizes [REDACTED] to process such Government Claims, in accordance with applicable law. Client acknowledges that [REDACTED] may advance payment for Government Claims on behalf of Client. Client will reimburse [REDACTED] in accordance with Client's payment obligations under this Agreement, for all amounts advanced by [REDACTED] for payment of Government Claims. Client acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Client shall also reimburse [REDACTED] for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims will be invoiced at the paper submitted Claim rate stated in Exhibit A or as otherwise agreed in writing by [REDACTED]

██████████ and Client. ██████████ reserves the right to (i) terminate these services upon ninety (90) days prior notice to Client, or (ii) delegate these services to a third party claims processor. Notwithstanding anything to the contrary in this provision, in no event will ██████████ process Government Claims beyond the Term of this Agreement.

- 2.14 **Clinical Programs.** ██████████ shall provide the clinical programs identified in the PDD and elected by Client for the fees set forth in Exhibit A.
- 2.15 **Client Information.** Client acknowledges that ██████████ shall not be held responsible for any obligation if Client, or Client's designee, fails to provide ██████████ with accurate, timely and complete information as needed to meet such obligation.
- 2.16 **Client Debit Card Program.** Client hereby authorizes and directs ██████████ to disclose data, upon the request of Client, to a third party vendor for the purposes of administering debit card program payments under a flexible spending account or other consumer directed health plan subject to such third party's execution of ██████████ form confidentiality agreement. ██████████ may provide such data, as requested by the third party for this purpose, until such time as Client advises ██████████ otherwise in writing.
- 2.17 **Performance Guarantees.** ██████████ agrees to perform in accordance with the performance standards described in Exhibit D. Unless otherwise stated, all performance standards shall be measured across ██████████ book of business based on ██████████ standard calculation methodology and shall exclude Specialty Drugs and related specialty services.
- 2.18 **Appeals.** ██████████ shall conduct appeals for the fees set forth in Exhibit A in accordance with the terms and conditions described in Exhibit E. The client shall have final authority on all claims.
- 2.19 **Vaccine Services.** ██████████ shall provide vaccine administration services in accordance with the terms and conditions described in Exhibit F.
- 2.20 **Point Solutions Management.** ██████████ shall provide point solutions management services in accordance with the terms and conditions described in Exhibit G.
- 2.21 **Stop-Loss.** As applicable, the Contractor will provide monthly claimant reports, and claim data for stop-loss claims as requested by the Agency consultant and/or stop-loss carrier.
- 2.22 **Prescription Drug and Medical Plan Interface and Implementation.** The Contractor agrees, contingent upon the full cooperation from the Agency's medical plan administrators, to coordinate and perform ongoing interface services as requested by the Agency on a mutually agreed-upon time frame. In the event the Agency elects to transition to a different medical plan administrator, the Contractor agrees to assist in the transition and continue to provide full cooperation to ensure that the services are fulfilled. The Contractor shall assess the scope of the project to transition to a new medical plan administrator and shall notify the Agency of any concerns related to the transition.
- 2.23 **Meetings.** The Contractor will conduct Member plan information meetings or webinars, upon request, in locations identified by the Agency to familiarize Members with the offered benefits and services.

(a) Contractor shall attend Agency Benefits Advisory Committee, Board, IBAC, and/or Legislative meetings, as well as informational meetings that pertain to Agency benefit matters. The Contractor also agrees to attend at a minimum:

1. Monthly Interagency Benefits Advisory Committee (IBAC) meetings
2. Monthly or Quarterly meetings with Benefits Staff
3. Annual benefits staff training sessions, as requested by the Agency
4. Annual health fairs, as requested by the Agency
5. Annual open switch enrollment information sessions

No Contractor representative may contact Members directly or participate in meetings to market any other Contractor products without the permission of the Agency.

2.24 **Licensing.** The Contractor will make an application for, obtain, and continuously maintain in good standing all licenses and permits necessary to enable Contractor to perform its obligations under this Agreement in the State of New Mexico.

2.25 **Program Guide.** The contractor will provide electronic files with the information and format requested by the Agency giving a brief overview of the benefit plan offered to Agency Members. The Contractor agrees that Agency may use available funds in the General Credit set forth in Section 4.2 of Exhibit A to pay for a proportional share of costs allocable to the prescription benefit (as compared with other benefits covered in the program guide) as determined by the Agency for the printing and shipping of the program guide.

3. **Maintenance of Records.** [REDACTED] shall maintain records with respect to the processing, payment, and denial of Claims by [REDACTED] and shall retain such records for a period of up to ten (10) years after the transaction occurred or as otherwise required by applicable law.

4. **Audit Rights.**

4.1 **Claims Audits.** Client's designated benefits consultant may conduct an annual Claims audit and such audit may include up to the last four complete Contract Years (48 months) of [REDACTED] data that directly relates to Claims billings at no additional charge to Client, provided the audit period has not been previously audited. For avoidance of doubt, the same time period and same data may only be audited once. Client may conduct such audit every year regardless of when the prior audit was conducted as long as the audit period has not been previously audited. Client's designated benefits consultant shall execute [REDACTED] form confidentiality agreement prior to conducting a Claims audit ensuring that all information reviewed during such audit and all details will be treated as confidential and will not be revealed in any manner or form by or to any third party. The scope and procedures of the Claims audit shall be in accordance with the procedures set forth in Exhibit C. Client acknowledges that it shall not be entitled to audit agreements with vendors, pharmaceutical companies, Participating Pharmacies or other providers of products or services to [REDACTED] as part of any Claims audit.

4.2 **Rebate Audits.**

- (a) Client, through a mutually agreed-upon independent third party retained by Client (which may include an approved auditor subcontracted through Client's designated benefits consultant, but may not include an auditor who is a competitor of [REDACTED] or who has violated a non-disclosure agreement with [REDACTED] [REDACTED] may conduct an annual Rebate audit for the prior Contract Year. Such audit shall be limited to a review the greater of (i) up to ten (10) pharmaceutical company contracts directly related to Client's Rebates, or (ii) contracts that make up 80% of rebates directly related to Client's Rebate as selected by Client. Such review of pharmaceutical company contracts may include formulary and Rebate provisions to the extent permitted by such contracts and shall be limited to information necessary for validating the accuracy of the Rebate amounts remitted to Client by [REDACTED] [REDACTED]. The scope and procedures of the Rebate audit shall be in accordance with the procedures set forth in Exhibit C.
- (b) Any mutually agreed upon third party auditor engaged by Client shall execute [REDACTED] [REDACTED] form confidentiality agreement prior to conducting a Rebate audit ensuring that all information reviewed during such audit and all details and terms of any pharmaceutical company contract reviewed will be treated as confidential and will not be revealed in any manner or form by or to any third party, including Client.

- 4.3 The audit provisions in this Agreement shall survive the termination of the Agreement for a period equivalent to the Initial Term.

5. **Obligations of Client.**

- 5.1 **Plan Participant Authorizations.** Client represents and warrants that it has obtained from Plan Participants all consents and/or authorizations required, if any, for [REDACTED] [REDACTED] to perform the Services and for the appropriate use and disclosure of information, including PHI, as permitted under this Agreement.

- 5.2 **Control of Plan.** Client represents that the Plan is not governed by ERISA. Unless otherwise stated in this Agreement, Client and/or plan administrator retain the sole and absolute authority to design, amend, terminate or modify, in whole or in part, all or any portion of the Plan, including the sole authority to control and administer the Plan and any assets of the Plan. Client and/or Plan administrator shall also have complete discretionary, binding and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Claims or provision of benefits, to review denied Claims and to resolve complaints by Plan Participants. [REDACTED] [REDACTED] agrees to be a fiduciary solely for the purpose of initial Claim adjudication and appeals relating to the coverage of prescription drug benefits, as further described in Exhibit E. [REDACTED] [REDACTED] and Client acknowledge and agree that, except with respect to its fiduciary obligations as specifically delegated and accepted by [REDACTED] [REDACTED] pursuant to this Agreement, [REDACTED] [REDACTED] shall not be (i) the administrator of the Plan for any purpose; (ii) a named fiduciary with respect to the Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to the Plan or its administration; or (iv) deemed a fiduciary with respect to the Plan for purposes of ERISA or any applicable state law.

- 5.3 **PDD.**

- (a) Client represents and warrants that the PDD accurately reflects the applicable terms of the Plan for purposes of this Agreement.
- (b) Client shall provide [REDACTED] [REDACTED] with sixty (60) days prior written notice of any proposed changes to the PDD, unless otherwise mandated by federal or state law, or other material Plan amendments that may impact prescription drug coverage under the Plan, which changes shall be consistent with the scope and nature of the Services to be performed by [REDACTED] [REDACTED] under this Agreement; provided, however, for changes to the PDD to be implemented between October 15 and January 15, Client shall provide [REDACTED] [REDACTED] with ninety (90) days prior written notice unless otherwise mandated by federal or state law. Client agrees that it is responsible for Losses resulting from (i) any failure to implement Plan design changes which are not communicated in a written format acceptable to [REDACTED] [REDACTED] or (ii) [REDACTED] [REDACTED] implementation of Client's verbal or written direction regarding exception or overrides to the PDD. Client shall notify Plan Participants of any Plan design changes prior to the effective date of any such changes as required by PPACA or other applicable law.

5.4 **Government Programs.** To the extent required by applicable law or contractual commitment, Client agrees to fully and accurately disclose and report to Medicare, Medicaid or other government health care programs any discount or rebate or other credit received by Client under this Agreement, whether reflected in the fees for the products and services or otherwise provided hereunder, as discounts against the price of the drugs under all applicable state or federal programs that provide reimbursement to Client for products or services provided by [REDACTED] [REDACTED]. It is the intention of the parties, that for purposes of the Federal Anti-kickback Statute, any discount, rebate or other Client credit, shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A).

5.5 **Plan Participant Cost Share.** [REDACTED] [REDACTED] may, but shall not be obligated to, dispense a prescription even if the prescription is not accompanied by the Cost Share. [REDACTED] [REDACTED] will credit any amount submitted by Plan Participant in excess of the Plan Participant's Cost Share. In the event a Plan Participant submits to [REDACTED] [REDACTED] an insufficient Cost Share, [REDACTED] [REDACTED] will not invoice Client for uncollected Member Cost share, up to and including a Member debit threshold of \$200; after a Plan Participant reaches the debit threshold and the Plan Participant fails to remit the Cost Share balance amount to [REDACTED] [REDACTED] within thirty (30) days of [REDACTED] [REDACTED] request, then [REDACTED] [REDACTED] shall have the right to invoice Client for, and Client shall have an obligation to pay the amount of the uncollected Cost Share(s). Shipping of prescriptions submitted without the appropriate Cost Share may be delayed and these delayed shipments shall not be included in the measurement of any applicable performance guarantees.

6. **Invoicing and Payment.**

6.1 **Invoicing.** [REDACTED] [REDACTED] shall invoice Client in accordance with the terms set forth in Exhibit A according to the following schedule:

- (a) Claims. [REDACTED] [REDACTED] shall issue Client an invoice for prescription Claims four (4) times monthly.
- (b) Service Fees. [REDACTED] [REDACTED] shall issue Client an invoice for all other services monthly.

6.2 **Payment.** Client shall pay [REDACTED] [REDACTED] for the Services satisfactorily performed pursuant to the Scope of Work in accordance with this Agreement, the plan, and in accordance with the terms set forth in Exhibit A. Client shall pay [REDACTED] [REDACTED] all invoiced amounts for Claims within ten (10) business days after Client receives an Claims invoice and a detailed statement accounting statement accounting for all services performed and expenses incurred (which requirement, Client acknowledges and agrees, shall be satisfied by the issuance of two sets of claims files as provided in Section 2.10(c)) from [REDACTED] [REDACTED] and shall pay service fees within fifteen (15) calendar days after Client receives an invoice for such service fees from [REDACTED] [REDACTED] except for those amounts that are disputed in good faith, provided [REDACTED] [REDACTED] is notified of the dispute and Client has provided a detailed description justifying the dispute. [REDACTED] [REDACTED] and Client agree to actively work to resolve any dispute as outlined herein. Should the resolution of any such dispute result in Client paying an additional amount, such payment shall be made within ten (10) business days of the dispute being resolved. In the event Client has withheld any portion of a payment that Client disputes in good faith, [REDACTED] [REDACTED] may not undertake unilateral offset of such amounts against any monies due and owed Client. Notwithstanding the previous sentence, nothing in this Section 6.2 precludes [REDACTED] [REDACTED] from using Rebates collected but not paid to offset amounts rightfully due from Client in the event of default or some other material breach by Client.

Other than as stated above, Client shall have no right to offset disputed amounts or amounts due or allegedly due from [REDACTED] [REDACTED] from such payment, except as previously approved in writing by [REDACTED] [REDACTED]. Any sales, use, excise or other tax or assessment, including any surcharge or similar fee imposed under any applicable law on any health care provider, pharmaceutical supplier, Plan Participant, Claim(s) paid, service, supply or product provided under this Agreement, will be the sole responsibility of Client and may be added to the invoice, unless (a) Client is exempt from a certain tax or assessment and (b) Client has provided sufficient evidence of such exemption in a timely manner to [REDACTED] [REDACTED] pursuant to Section 12.10 of this Agreement.

All payments under this Agreement are subject to the following provisions.

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications.

Payment in FY23, FY24, FY25, and FY26 is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All Claims invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Claims Invoices received after such date **WILL NOT BE PAID**. For the avoidance of doubt, invoices for Service fees incurred by Client may be issued up to ninety (90) days after the end of the fiscal year in which the fees were incurred to allow [REDACTED] [REDACTED] sufficient time to identify such fees incurred in the prior fiscal year.

6.3 **Late Payments.** Payments not received in accordance with Section 6.2 shall bear a service fee of one percent (1%) per month (or, if less, the highest rate allowed by law) from the due date until paid in full by Client.

7. Pharmaceutical Contracts and Rebates.

- 7.1 **Payment of Rebates to Client.** In accordance with the terms of this Section 7 and Exhibit A, [REDACTED] will pay to Client, on a quarterly basis, Rebates and Manufacturer Administrative Fees received by [REDACTED] during the prior calendar quarter. [REDACTED] will provide the annual Rebate reconciliation report within ninety (90) calendar days of the end of each Contract Year. [REDACTED] may delay remittance of Rebates and Manufacturer Administrative Fees to allow for final adjustments upon termination of this Agreement.
- 7.2 **Rebate Contracting.** [REDACTED] will pursue Rebates, directly or indirectly, from pharmaceutical companies on applicable Covered Products dispensed to Plan Participants. In connection therewith, [REDACTED] may elect, in its discretion, to pursue Rebates as a group purchasing organization for the Plan, in which event [REDACTED] may receive Manufacturer Administrative Fees from pharmaceutical companies that range from one percent (1%) to four percent (4%) of the wholesale acquisition cost of the brand products dispensed across [REDACTED] book of business. Rebates, as defined in Section 1.25 of this Agreement, includes Manufacturer Administrative Fees collected by [REDACTED]. [REDACTED] shall have the exclusive right to pursue rebates on drugs dispensed to Plan Participants. Client covenants and agrees that neither Client nor any Plan will: (a) directly or indirectly negotiate, contract, or agree with any pharmaceutical company, or any other third party, for the purpose of obtaining rebates or discounts related to the drug utilization of Plan Participants, including, but not limited to the use of over the counter products, or (b) message or engage a third party to message Members or Prescribers in a manner that conflicts with the Formulary. Client represents and warrants that, as of the Effective Date, neither Client nor any Plan has any direct or indirect agreement or arrangement with any pharmaceutical company or other third party related to any rebates or discounts.
- 7.3 **Collection Efforts; Non-Compliance.** [REDACTED] will use commercially reasonable efforts to collect Rebates. [REDACTED] may, but shall not be required to, initiate formal action to collect Rebates, in which event [REDACTED] may offset collection costs, including reasonable attorneys' fees and expenses, against the Rebates actually collected. [REDACTED] does not guarantee pharmaceutical company performance. In no event shall [REDACTED] be liable to Client for any Losses arising from a pharmaceutical company's failure to pay Rebates. Client shall not be entitled to interest on any Rebates. In the event of Client's breach of this Agreement, [REDACTED] may, in addition to [REDACTED] other rights set forth in this Agreement, apply Rebates to offset amounts due from Client.
- 7.4 **Manufacturer Relationships.** [REDACTED] affiliated pharmacies may contract with pharmaceutical companies for the purchase of products and these contracts may provide for prompt pay discounts and other concurrent or retrospective purchase discounts on products purchased for pharmacy dispensing inventories. [REDACTED] and its affiliates may also contract with pharmaceutical companies for the provision of services, such as care management, program administration, adverse event and other data reporting, and fulfillment services. [REDACTED] may receive and retain compensation for such services. For clarity, the discounts, fees and other compensation described in this paragraph are independent of the Rebates.

8. Term and Termination.

8.1 **Term.** The initial term of this Agreement shall commence on July 1, 2022 and expire on June 30, 2026 ("Initial Term") subject to earlier termination as hereinafter set forth or for a lack of appropriations as set forth in Section 12.18. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY CLIENT. 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.

8.2 Termination Rights.

- (a) Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in the event of a material breach of this Agreement by the other party (other than a payment default, which is addressed in subsection (c)), which is not cured within thirty (30) days of notice thereof including, without limitation, any material breach described in Sections 7.2, 9 or 12.2.
- (b) Client may terminate this Agreement upon a material breach by [REDACTED] of the parties' Business Associate Agreement incorporated into this Agreement at Exhibit B if [REDACTED] does not cure the breach or if a cure is not possible, end the violation, within thirty (30) business days of receipt of written notice by [REDACTED] of such breach.
- (c) If Client fails to make any payment required under this Agreement and fails to cure such failure within thirty (30) days of [REDACTED] providing written notice of such default to Client, [REDACTED] may immediately terminate this Agreement.
- (d) Either party may terminate this Agreement for convenience, or without cause, upon 180-days prior written notice to the other party.

8.3 Remedies.

- (a) **Suspension of Performance.** In the event (i) Client is thirty (30) days in arrears on its payment obligations under this Agreement, and Client fails to cure such arrearage within two (2) days of [REDACTED] notifying Client's designated day to day contact of such outstanding amount; (ii) Client fails to provide a deposit pursuant to Section 8.4(b) upon [REDACTED] request; (iii) Client makes an assignment for the benefit of creditors; (iv) Client is the subject of a voluntary or involuntary petition for bankruptcy, or is adjudged insolvent or bankrupt; or (v) a receiver or trustee is appointed for any portion of Client's rights or property, [REDACTED] may immediately, and without penalty or any liability for any Client losses, suspend performance of Services hereunder until such time as any of the aforementioned conditions cease to exist. Notwithstanding anything in this Section 8.4 to the contrary, Client acknowledges and agrees that [REDACTED] may immediately suspend performance of Services hereunder if Client is two (2) days in arrears on its payment obligations in the last two (2) months of the Term. Suspension of performance by [REDACTED] shall not constitute termination of this Agreement.
- (b) **Financial Responsibility.** If at any time during this Agreement, Client fails to comply with the payment terms, as set forth in Section 6.2 of this Agreement, on three (3) or more occasions within a four (4) month period, then [REDACTED] may request information, reasonable assurances or both from Client as to Client's financial responsibility (including a deposit in an amount equal to two (2) billing cycles based upon the average of the last three (3) months of billing history). If [REDACTED] requires Client to provide a deposit, Client will provide such deposit within ten (10)

- calendar days of [REDACTED] request. If Client gives [REDACTED] a deposit, [REDACTED] may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to [REDACTED] hereunder. Any deposit provided by Client shall be paid from the general assets of the Client and not from assets of the Plan. Such deposit shall not be considered Plan assets for purposes of ERISA.
- (c) In the event that [REDACTED] terminates this Agreement due to a material breach of this Agreement by Client, including without limitation, Sections 7.2 (Rebate Contracting), 9 (Confidentiality) and 12.2 (Exclusivity), [REDACTED] shall have no further obligation following the date of such material breach to pay Client any Rebates, or any other amount that may be payable by [REDACTED] to Client.
 - (d) The exercise by a party of any of its rights under Section 8 will not preclude such party from seeking any other remedy available under this Agreement or at law or equity.

8.4 Obligations Upon Termination.

- (a) Upon termination of this Agreement, [REDACTED] may, at Client's request, provide mutually agreed upon post-termination services and vendor transition files at the rates set forth in Section 2 of Exhibit A.
- (b) Except as provided in Section 8.5(c) below, upon termination of this Agreement for any reason, [REDACTED] shall, if feasible, return, destroy, or require the destruction of all PHI created or received by [REDACTED] as a business associate of Client in connection with this Agreement.
- (c) In the event that [REDACTED] determines that returning or destroying the PHI is infeasible, [REDACTED] may retain PHI, provided that [REDACTED] shall extend the protections contained in Exhibit B to such PHI.
- (d) Upon termination of this Agreement, [REDACTED] will, at Client's request, transition Claims files and/or history to Client's new prescription benefit manager or any other third party that is scrubbed of [REDACTED] confidential information.

9. Confidential and Proprietary Information.

- 9.1 **Confidential Information.** The term "Confidential Information" includes, but is not limited to, this Agreement or any information of either Client or [REDACTED] (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either party's business. "Confidential Information" does not include PHI, the use and disclosure of which is governed by Section 11 of this Agreement.
- 9.2 (a) **Confidentiality Obligations.** [REDACTED] and Client shall not disclose or make use of any Confidential Information except as permitted under this Agreement without the prior written consent of the non-disclosing party, which consent may be conditioned upon the execution of a confidentiality agreement. Each party may disclose Confidential Information of the other party only to its employees, agents, consultants, or authorized representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) with respect to agents, consultants or authorized representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. [REDACTED]

██████████ or Client, as applicable, shall be responsible to the other party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.

(b) Authorization to Release Data to Client's Designated Third Party Service Providers. Client hereby authorizes ██████████ to disclose Confidential Information and other data, including Claims, utilization, eligibility, and cost data to Client's designated health benefit plan(s), consultants, auditors and third party service provider(s) (each a "Client Service Provider") so that such Client Service Provider may provide services to Client with regard to such Confidential Information and data. Client acknowledges that any such disclosure shall be subject to the execution of a separate confidentiality agreement by ██████████ and Client Service Provider, which shall govern the disclosure and use of such Confidential Information as between ██████████ and Client Service Provider. Client authorizes ██████████ to provide Confidential Information to such Client Service Provider for whatever time periods ██████████ holds the Confidential Information and other data or until Client revokes this authorization in writing. Client acknowledges and agrees that to the extent any data disclosed to a Client Service Provider includes Plan Participant information, including PHI, such Plan Participant information shall be disclosed by ██████████ on behalf of Client and subject to the Business Associate Agreement between Client and Client Services Provider. Client acknowledges that Client Services Provider is not a downstream business associate of ██████████ for any purpose in connection with any such disclosure of data or Confidential Information. Client agrees that ██████████ and its subsidiaries and affiliates, and each of their respective officers, directors, employees and agents, will have no liability arising, in whole or in part, from: (i) the release of Confidential Information or PHI by ██████████ to a Client Service Provider pursuant to Client's direction; or (ii) the use or subsequent release of Confidential Information or PHI by Client Service Provider or Client.

(c) Public Records Acts. The parties acknowledge that Client is a public entity and subject to state laws governing disclosure of public records under the New Mexico Public Records of Inspection Act. Client agrees that the confidential and proprietary information of ██████████ which is in writing and marked as confidential and proprietary, will be noted as an exception to disclosure under New Mexico law. Prior to disclosing such confidential and proprietary information of ██████████ Client shall immediately notify ██████████ of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide ██████████ sufficient time to claim applicable exemptions and/or designate those portions of this information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Client further acknowledges that it will not release any information identified by ██████████ as exempt from disclosure without first providing notice to ██████████ of such intent and allowing ██████████ to seek judicial relief to prevent such disclosure.

9.3 **Permitted Disclosure of Confidential Information.** The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving party; (ii) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (iv) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality

agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a non-appealable court order. Except in accordance with the requirements of this Section 9.3, neither party nor its employees, agents, consultants, or authorized representatives may disclose, or permit to be disclosed, Confidential Information of the other party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either party, or any of its respective employees, agents, consultants, or authorized representatives, is requested to disclose the Confidential Information of the other party for any of the reasons described in the preceding sentence such party shall give prompt prior written notice to the other party to allow the other party to seek an appropriate protective order or modification of any requested disclosure. The receiving party agrees to cooperate with the disclosing party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving party is ultimately legally compelled to disclose such Confidential Information, the receiving party shall disclose the minimum required pursuant to the court order or other legal compulsion.

- 9.4 **Deidentified Data.** Claims, as well as eligibility information which is deidentified in accordance with HIPAA and other applicable law, and which is not identifiable on a Client or Plan Participant basis, may be used, disclosed, reproduced, or adapted by [REDACTED]. Such deidentified data may be provided to nationally recognized data integration firms to support appropriate administration of [REDACTED] drug management programs. This benchmarking data enables [REDACTED] to compare against other drug population sets and improve programs and Services for clients.
- 9.5 **Remedies.** Any unauthorized disclosure or use of Confidential Information would cause [REDACTED] or Client immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either party intentionally fails to comply with this Section 9, the other party will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, , and to any other remedies provided by law or in equity.
10. **Indemnification.** The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of 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 thirty (30) days after the account team receives notice thereof, notify the Agency by email or certified mail.
11. **Business Associate Relationship.** To the extent [REDACTED] acts as a Business Associate of the Plan, and in accordance with HIPAA, [REDACTED] shall adhere to the applicable requirements established for Business Associates as set forth in the parties' Business Associate Agreement incorporated into this Agreement at Exhibit B.

12. Miscellaneous Provisions.

- 12.1 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, provided such consent will not be unreasonably withheld. [REDACTED] may delegate the performance of certain duties under this Agreement, provided, however, [REDACTED] remains at all times responsible for the timely and accurate performance of such duties.
- 12.2 **Exclusivity.** [REDACTED] shall be the exclusive provider to Client and the Plan of each of the Services described in this Agreement. Notwithstanding the foregoing, this Section shall not be construed to prohibit Client from including pharmacy coverage under a managed care, HMO or similar comprehensive medical/prescription benefit plan. Client acknowledges and agrees that it will not provide, directly or indirectly, or engage any prescription benefit manager or other third party, to provide to Client or Plan any service that is similar to one of the Services provided by [REDACTED] including without limitation, retail pharmacy network contracting, pharmacy claims processing, mail and specialty pharmacy services, utilization management, and formulary and rebate administration services. Client acknowledges and agrees that a breach of this Section 12.2 shall be deemed a material breach of this Agreement and shall entitle [REDACTED] to modify pricing terms pursuant to Section 12.3 of this Agreement.
- 12.3 **Pricing Assumptions.** In addition to any pricing assumptions set forth in any pricing implementation or similar document that is executed by Client:
- (a) Upon thirty (30) days prior written notice to Client, [REDACTED] may modify or amend the financial provisions in this Agreement in a manner designed to account for the impact of the events identified below. Such notice will include [REDACTED] explanation of the manner in which the modification accounts for the impact of the event.
1. Greater than thirty percent (30%) change in total membership or greater than fifteen percent (15%) change in total Claims volume;
 2. Client-initiated change to pharmacy benefit program, Plan design or formulary alignment. Adding, deleting, or modifying Member choice or incentives to enroll in pharmacy benefit options (e.g., Exchanges, Medicare Part D plans), except that financial terms may not be modified or amended if Client chooses to expand its current high deductible health plan/consumer-driven health plan;
 3. Product offering decisions by drug manufacturers that result in a reduction of rebates, including the introduction of a lower cost alternative product which may replace an existing rebatable brand product; an unexpected launch of an interchangeable version of a brand product; or a branded product converted to OTC status, recalled or withdrawn from the market;
 4. Any government imposed or industry-wide change, including any prohibition or restriction on [REDACTED] ability to receive rebates or discounts from pharmaceutical manufacturers; changes to methodology, availability, or publication of AWP (except in the event [REDACTED] chooses to change the source it uses to determine AWP, notice of which change must be made with 180 days (not 30 days) written notice to Client, and which change [REDACTED] may make only if the change is cost neutral to Client and made for all similarly situated clients); changes to tax laws; or changes in CMS guidelines for government regulated programs, if applicable; or

5. Client's failure to implement, maintain, or satisfy the terms and conditions as described in this Agreement.

- 12.4 **Compliance with Law.** Each party shall comply with the provisions of all applicable laws, rules and regulations relating to the performance of its obligations under this Agreement. Each party is responsible for obtaining its own legal advice concerning its compliance with applicable laws.
- 12.5 **Force Majeure.** Except for payment obligations, neither party shall be liable for failure or delay of performance arising from an act of God or other events beyond the reasonable control of such party, such as the acts of a regulatory agency, fires, floods, pandemics, explosions, strikes, labor stoppages, and acts of terrorism, war or rebellion.
- 12.6 **Service Warranty.** [REDACTED] warrants to Client that all Claims adjudication services performed by [REDACTED] or any of its employees, agents or subcontractors, and all related reporting provided to Client related to such services, shall be performed/delivered accurately and in accordance with the terms of this Agreement and the PDD, as amended by Client from time to time in accordance with Section 5.3 of this Agreement. In the event that any such services or reporting are determined to have been performed in error or to contain any material defects, [REDACTED] shall re-perform such services and/or correct such reporting at no additional cost to Client. This warranty is valid for a period of three (3) years from the performance of such services and/or delivery of such reports. Except as otherwise expressly set forth in this Agreement, [REDACTED] makes no additional representations or warranties, including without limitation, warranties of merchantability or fitness for a particular purpose.
- 12.7 **Limitation of Liability.**
 - (a) In no event shall either party be liable to the other for any incidental, special, consequential, or punitive damages as a result of the performance or any default in the performance of their respective obligations under this Agreement.
 - (b) Client acknowledges that [REDACTED] does not establish AWP or other available industry pricing benchmark methodologies (e.g., "Wholesale Acquisition Costs" or "WAC"), and [REDACTED] shall have no liability to Client arising from the use of Medi-Span or any other nationally available reporting service.
- 12.8 **General.** Except as otherwise provided herein, this Agreement may not be amended except in a writing signed by both parties; provided, however, [REDACTED] may make changes to the Services from time to time provided such changes do not materially alter any of the provisions of this Agreement and may use Claims information to improve or recommend additional Services to Client. This Agreement, including all documents referred to herein and attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written representations, understanding and agreements between the parties with respect thereto. The terms and conditions of this Agreement are the result of an arm's length negotiations between the parties and each party has had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the

agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

12.9 Governing Law/Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico. Subject to Section 12.17, any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment reentered thereby, shall be brought in the state or federal courts sitting in New Mexico. Each party agrees that only a New Mexico court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by New Mexico law.

12.10 Notices. Any notice given under this Agreement shall be given in writing, and sent by hand delivery, email, facsimile transmission (receipt confirmed), overnight courier that provides confirmation of delivery, or certified mail, return receipt requested, to the applicable party at its address set forth below:

[REDACTED]

With a copy to:

[REDACTED]

If to Client:

Patrick Sandoval
Interim Executive Director
NMPSIA
410 Old Taos Highway
Santa Fe, NM 87501
Patrick.Sandoval@state.nm.us
505 988 2736

With a copy to:

Claudette Roybal
Chief Procurement Officer
NMPSIA
410 Old Taos Highway
Santa Fe, NM 87501
Claudette.Roybal@state.nm.us
505 988 2736

or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section 12.10. Written notices shall be deemed received on the date actually delivered to the other party.

- 12.11 **Independent Contractors.** The Contractor shall not subcontract any portion of the core PBM services to be performed under this Agreement without the prior written approval of the Agency. 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 Procuring Agency.
- 12.12 **Third Party Beneficiary.** This Agreement has been entered into solely for the benefit of Client and [REDACTED] and is not intended to create any legal, equitable, or beneficial interest in any third party or to vest in any third party any interest as to enforcement or performance, including but not limited to, Participating Pharmacies or Plan Participants.
- 12.13 **Survival.** Sections 3 (Maintenance of Records), 4 (Audit Rights), 5.1 (Plan Participant Authorizations), 5.2 (Control of Plan), 5.3(a) (PDD), 5.5 (Plan Participant Cost Share), 6.2 (Payment), 8.4 (Remedies), 8.5 (Obligations Upon Termination), 9 (Confidential and Proprietary Information), 10 (Indemnification), 12.7 (Limitation of Liability), 12.9 (Governing Law/Venue), 12.13 (Survival), and 12.17 (Dispute Resolution) shall survive the termination or expiration of this Agreement.
- 12.14 **Use of Name.** Each party shall use the other party's name, logo and trademark only in the manner specified by the other party in writing, or as expressly permitted by this Agreement.
- 12.15 **Third Party Recoveries.** [REDACTED] shall use reasonable commercial efforts to distribute among its clients recoveries received from third parties during the Term to the extent such recoveries may reasonably be allocated to [REDACTED] clients based on the utilization of products by Plan Participants. [REDACTED] may offset its reasonable costs arising from collection and distribution of such recovery, including reasonable attorneys' fees and expenses. [REDACTED] shall have no obligation to initiate or participate in any legal proceeding seeking third party recoveries. Such expenses will be allocated among [REDACTED] affected or impacted clients on a prorated basis against the amount of the recovery. In no event will the expenses allocated to Client exceed the recoveries distributed to Client.
- 12.16 **Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- 12.17 **Dispute Resolution.** In the event of a dispute between the parties and prior to commencing any litigation or other legal proceeding, each party shall, by giving written notice to the other party ("Dispute Notice"), request a meeting of authorized representatives of the parties for the purpose of resolving the dispute. The parties agree that, within ninety (90) days after issuance of the Dispute Notice, each party shall designate a representative to participate in dispute resolution discussions which will be held at a mutually acceptable time and place (or by telephone) for the purpose of resolving the dispute. Each party agrees to negotiate in good faith to resolve the dispute in a mutually acceptable manner.

12.18 **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 Client to [REDACTED] [REDACTED] Client's decision as to whether sufficient appropriations are available shall be accepted by [REDACTED] [REDACTED] and shall be final. If Client proposes an amendment to the Agreement to unilaterally reduce funding, [REDACTED] [REDACTED] 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.

12.19 **Subcontracting.** [REDACTED] [REDACTED] shall not subcontract any portion of the core PBM services to be performed under this Agreement without the prior written approval of Client. No such subcontract shall relieve [REDACTED] [REDACTED] from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from Client. For the avoidance of doubt, nothing in this Section 12.19 shall be construed to prevent [REDACTED] [REDACTED] use of vendors that it employs across its book of business (and not specifically in connection with its Agreement with Client) to provide ancillary non-PBM related services such as printing and shipping.

12.20 **Release.** Upon termination, final payment of the amounts due under this Agreement shall operate as a release of Client, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

12.21 **Product of Service Copyright.** All materials developed or acquired by [REDACTED] [REDACTED] under this Agreement that are prepared exclusively for Client shall become property of the State of New Mexico and shall be delivered to Client no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by [REDACTED] [REDACTED] under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

- (a) [REDACTED] [REDACTED] 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) [REDACTED] [REDACTED] 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, [REDACTED] [REDACTED] specifically represents and warrants that:

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

2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) [REDACTED] is not a public officer or employee of the State; (ii) [REDACTED] is not a member of the family of a public officer or employee of the State; (iii) [REDACTED] 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 [REDACTED] 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) [REDACTED] 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) [REDACTED] 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 Client's making this Agreement;
 4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) [REDACTED] is not a legislator; (ii) [REDACTED] is not a member of a legislator's family; (iii) [REDACTED] is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if [REDACTED] 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, [REDACTED] 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, [REDACTED] has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Client.
- (c) [REDACTED] representations and warranties in Paragraphs (a) and (b) of this Section 12.21 are material representations of fact upon which Client relied when this Agreement was entered into by the parties. [REDACTED] shall provide immediate written notice to Client if, at any time during the term of this Agreement, [REDACTED] learns that Contractor's representations and warranties in Paragraphs (a) and (b) of this Section 12.21 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 [REDACTED] representations and warranties in Paragraphs (a) and (b) of this Section 12.21 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 Client and notwithstanding anything in the Agreement to the contrary, Client may

immediately terminate the Agreement.

- (d) All terms defined in the Governmental Conduct Act have the same meaning in this Section 12.21.

12.23 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.

12.24 Equal Opportunity Compliance. [REDACTED] [REDACTED] agrees to abide by all applicable 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, [REDACTED] [REDACTED] 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 [REDACTED] [REDACTED] is found not to be in compliance with these requirements during the life of this Agreement, [REDACTED] [REDACTED] agrees to take appropriate steps to correct these deficiencies.

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

12.26 New Mexico Employees Health Coverage.

- (a) If Contractor has six (6) or more employees who work, or who are expected to provide services to Client an average of at least 20 hours per week over a six (6) month period during the term of the Agreement, [REDACTED] [REDACTED] certifies, by signing this Agreement, to have in place, and agree to maintain for the term of the Agreement, 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 [REDACTED] [REDACTED] and the State exceed \$250,000 dollars.
- (b) [REDACTED] [REDACTED] agrees to maintain a record of the number of employees described in Section 12.25(a) 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. To the extent permitted under applicable law, records demonstrating compliance with this Section 12.25 are subject to review and audit by a representative of Client if requested during Client's annual Claims audit process.
- (c) [REDACTED] [REDACTED] agrees to advise all employees of the availability of State publicly financed health care coverage.

12.27 Approval of Contractor Representative(s).

The Agency reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the Agency adequately serving the needs of the State of New Mexico.

12.28 Cyber Insurance.

Cyber Insurance. Contractor will maintain in force during the term of this Agreement cyber liability insurance with a limit of not less than \$10,000,000.00 in the aggregate. Such coverage shall include but not be limited to, third party liability coverage for loss or disclosure of data, including electronic data, network security failure, unauthorized access and/or use or other intrusions, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violation of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, worm, logic bomb, or Trojan horse or negligence in connection with denial of service attacks,. Upon request, Contractor shall provide evidence of continuous coverage to the Agency. Contractor will notify the Agency immediately if Contractors insurance coverage is materially reduced or terminated.

12.29 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.

12.30 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.

12.31 Incorporation by Reference and Procedures

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 agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by Agency; and (5) the Contractor's response to the request for proposals.

12.32 Succession

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

13. Exhibits. The following Exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit

Description

A, including any
attachments or Schedules
to said Exhibit

B
C
D
E
F
G

Financial Terms, including Attachment 1
(Specialty Fee Schedule) and Attachment 2
(PBM Services Fee Schedule)
Business Associate Obligations
Audit Procedures
Performance Guarantees
Appeals
Vaccine Program Terms and Conditions
[REDACTED] Terms
and Conditions

* * * * *

The parties hereto have caused this Prescription Benefit Services Agreement to be executed by their duly authorized representatives.

[REDACTED]

**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY:**

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



Shape Up Your Sleep



In the United States, 70% of adults report that they get insufficient sleep at least one night per month, and 11% report inadequate sleep every night! It is estimated that sleep-related problems affect up to 70 million Americans of all ages and socioeconomic classes.

When it comes to overall health and well-being, the two most frequently discussed factors are diet and exercise. But sleep can be just as critical for overall body healing, restoration and weight management. Disordered sleep can negatively affect blood pressure, heart rate, mental and emotional states, hormonal and immunological function, and more.

Unfortunately, our busy lives often mean we don't get enough quality sleep. Fortunately, our understanding of sleep science, which is rooted in sleep hygiene (i.e., practices designed to optimize our sleep length and quality) is more advanced than ever before.

Sleep science tells us most adults should aim for a minimum of seven hours per night of quality sleep. Here are some sleep hygiene practices you can begin to incorporate this week:

Daily Habits and Routines

- Monitor caffeine – try to curb your intake after the lunch hour.
- Turn off all electronics an hour before going to bed – if that's not possible, consider wearing blue-light blocking glasses or using a blue light filter on your device. Blue light can disrupt your body's production of melatonin, a hormone that helps regulate sleep cycles.
- Don't dine late – and steer clear of spicy or heavy meals.
- Alcohol can cause disruptions later in your sleep cycle, even if drinking initially makes you sleepy.
- Set boundaries – discuss prioritizing sleep needs with household members.

Good Today = Better Tomorrow

- Morning sunlight exposure can help reset your sleep-wake cycle. Try to step outside or at least sit by a sunny window as soon as the sun comes up (or as soon as you're awake).
- Make physical activity a part of your daily life. People who engage in at least 30 minutes of moderate movement during the day may enjoy better sleep quality that same night.
- Before bed, set aside 10 minutes to reflect on the best parts of your day. A simple meditation or gratitude-based practice can be a powerful way to relax the mind and help you wind down for sleep.

Sources: www.sleephealth.org, www.sleepfoundation.org, www.healthline.org



Making great companies better places to work.

Syncing Your Rhythms for Optimal Health



Did you know that circadian rhythms rule more than just our sleep patterns?

They influence our gut microbiome, our energy levels, and even our weight. Set your clock to tune into strategies to tap into your circadian code, transforming your health from morning to midnight.

Wednesday, April 12
3:30 p.m.



To Register, [click here](#), or scan the QR code with your smart phone.

To get the on-demand recording, please register for the webinar.

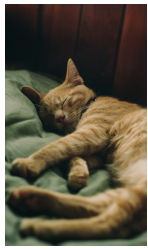


New Mexico
Public Schools
Insurance
Authority



NMPSIA





Better Sleep for Better Health



We will learn about:

- Amount of Sleep Needed
- Importance of Quality Sleep
- Common Sleep Disorders
- Tips for Better Sleep

Get Your Zzzz's!

*Please
join us!*

Date: April 26, 2022

Time: 3:30-4:15PM

Location: Virtual (Teams)

Registration Link: [CLICK](#)



Set Your SLEEP SCHEDULE



- **Prioritize rest.** Calculate a target bedtime based on your fixed wake-up time and do your best to be in bed around that time each night.
- **Budget 30 minutes before bedtime for winding down.** Take advantage of whatever puts you in a state of calm such as soft music, light stretching, reading or journaling.
- **Have a fixed wake-up time.** Regardless of whether it's a weekday or a weekend, try to wake up at the same time. A fluctuating schedule keeps you from getting into a rhythm of consistent sleep.
- **Make gradual adjustments.** If you want to shift your bedtime, don't do it in one fell swoop. Instead, make gradual adjustment of up to an hour so you can adjust more gradually.
- **Be extra.** Create personalized bedtime rituals that help you relax—brew some Sleepytime tea, take a warm bath, use calming scents like lavender, or cozy up under your favorite blanket.

Sleep Challenge Part 1:

Sleep Hygiene—Share 3 practices you will incorporate to improve your sleep this week.

1. _____

2. _____

3. _____

Resources for Better Sleep:



Sleep Cycle app
(alarm with built-in microphone that senses your movement; monitors sleep/wake cycle, gives you sleep quality score)



Calm app
sleep and guided meditation resource



Insight Timer
management tool for sleep, anxiety and stress

Sleep Challenge Part 2:

Record your sleep and wake times for five nights. Note if your sleep hygiene habits influence your energy levels or mood.

Night 1: Time Slept: _____
Sleep Quality: (Poor | Average | Great)
Energy levels on scale from 1-10: _____

Night 2: Time Slept: _____
Sleep Quality: (Poor | Average | Great)
Energy levels on scale from 1-10: _____

Night 3: Time Slept: _____
Sleep Quality: (Poor | Average | Great)
Energy levels on scale from 1-10: _____

Night 4: Time Slept: _____
Sleep Quality: (Poor | Average | Great)
Energy levels on scale from 1-10: _____

Night 5: Time Slept: _____
Sleep Quality: (Poor | Average | Great)
Energy levels on scale from 1-10: _____

Other changes you noticed:

Submit your skill builder to wellness@phs.org by May 10, 2022.

Name: _____ Email: _____

Wellness Ambassador: _____



New Mexico
Public Schools
Insurance
Authority





APRIL'S NOT SO FOOLISH VEGGIE SURPRISES

COOKING SHOW

Fool some flavor into your recipes this month

Sometimes going stealth with veggies in a recipe enhances the flavor in unexpected ways. In celebration of the playful April Fool's Day, we will create a few dishes that your family is sure to be fooled by.

Thursday, April 21

12:00 p.m. - 1:00 p.m.



SCAN ME



To Register, [click here](#), or scan the QR code with your smart phone.

Questions? Contact wellness@phs.org



The
Solutions
Group



Helping you with Resources for

RESILIENCE

The global pandemic and subsequent accelerated pace of rapid change are transforming our professional, political, scientific and personal environments. Our success and happiness depend on our ability to tap into our inherent resilience as human beings and transform how we think and behave in order to thrive in this whirlwind era of our lives.

We have put together a series that is sure to bring support where needed.

Our Resilience Workshops are one hour long, monthly sessions that provide research-based strategies and tools to help you cope and build resilience.

Here's how it works:

- Third Thursdays of every month.
- 60-min workshops providing a different tool and resource each month.
- Monthly themes, register by clicking on the title.

[APRIL 21 - Supporting Your Mental Health with Self-Care](#)

[MAY 19 - Reflections](#)

[JUNE 16 - The Art of Possibility](#)

This is a great time to remember your behavioral health benefit for those medically enrolled. For more information click [here](#).

Starting Thursday, April 21 at
4 p.m. – 5:00 p.m.



New Mexico Public Schools Insurance Authority
WONDRSKILLS REPORT

Combined 2021

New Mexico Public Schools Insurance Authority Engagement

APPLIED

322

ACCEPTED

262

STARTED

185

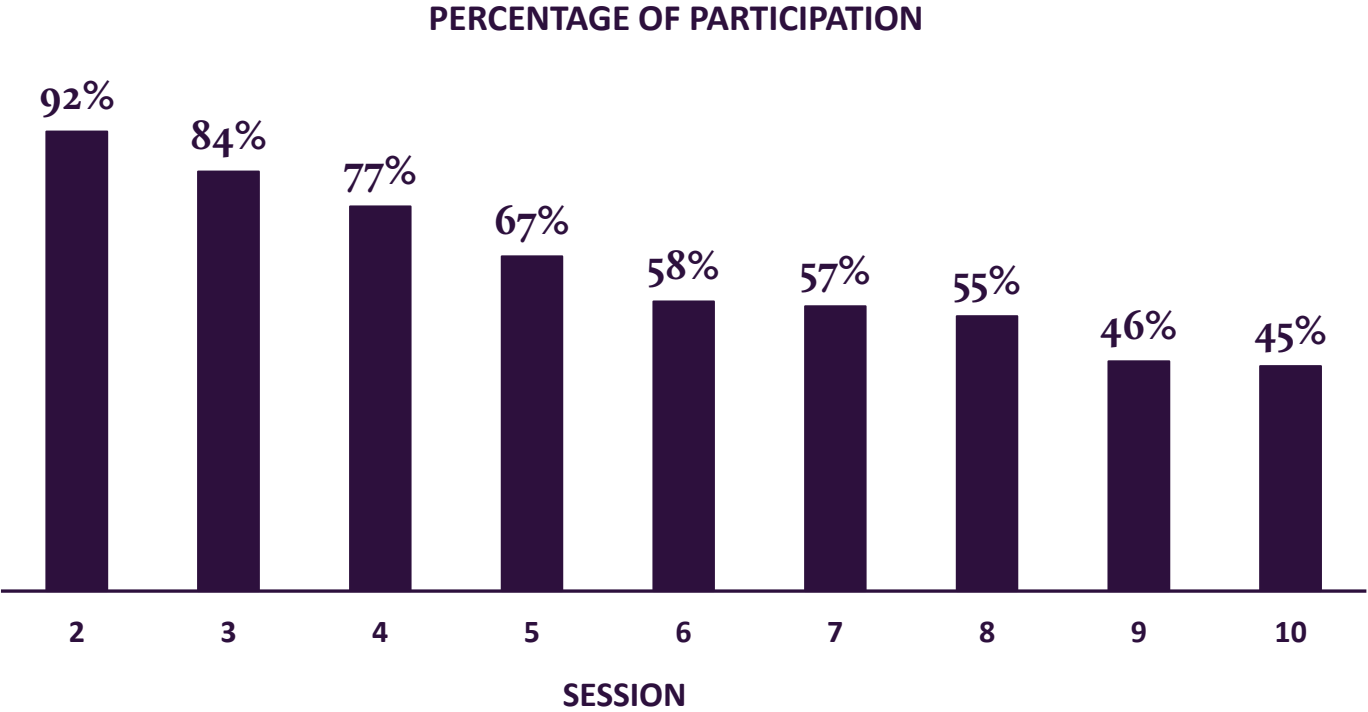
(71% of accepted)

PARTICIPATED
(2+ SESSIONS)

141

(76% of started)

New Mexico Public Schools Insurance Authority Participation



Average number
of sessions

6.8

Graduates
(8+ SESSIONS)

50%

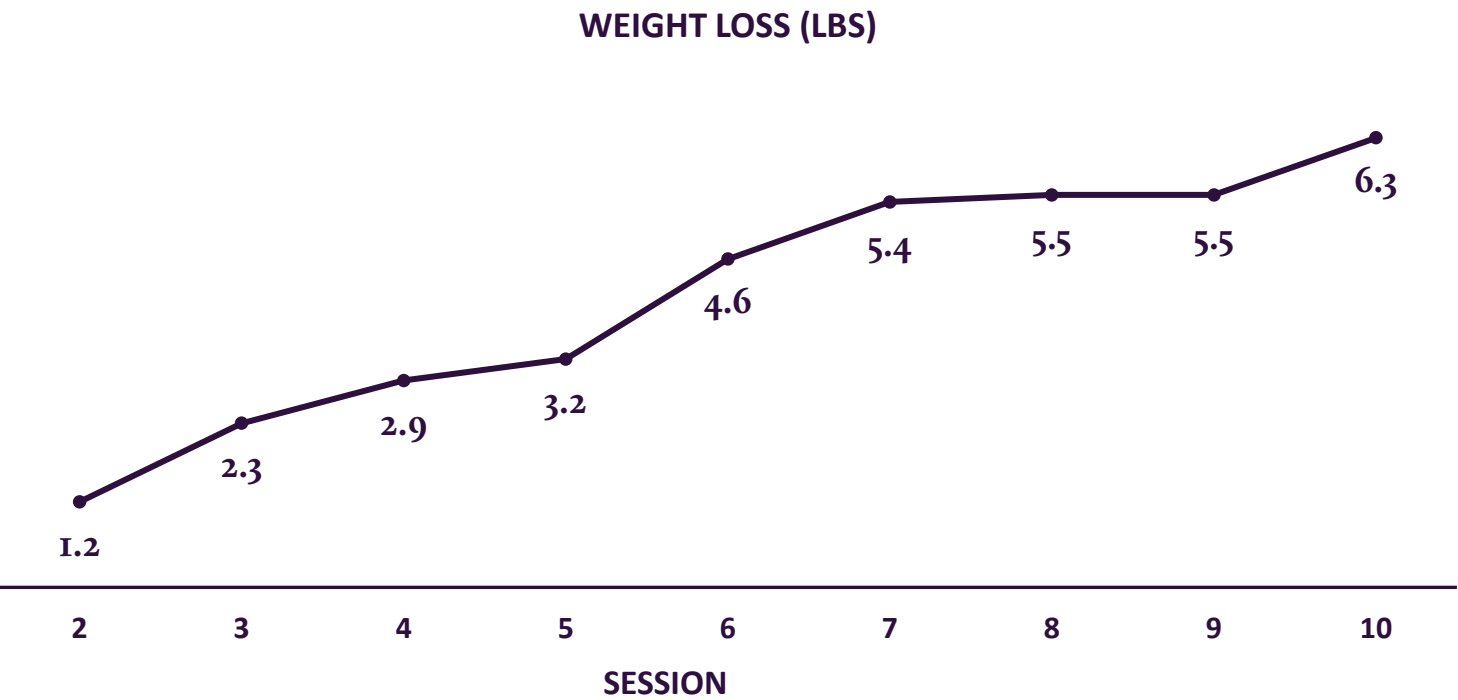
Benchmark:
49-64%

Perfect
Attendance
(10 SESSIONS)

42%

Benchmark:
38-53%

New Mexico Public Schools Insurance Authority Weight Loss



Total Weight
Loss

577 lbs.

Weight Loss (%)

SESSION 10
WEIGHT LOSS (%)

3.3%
(6.3 lbs.)

SIX MONTH WEIGHT
LOSS PROJECTION (%)

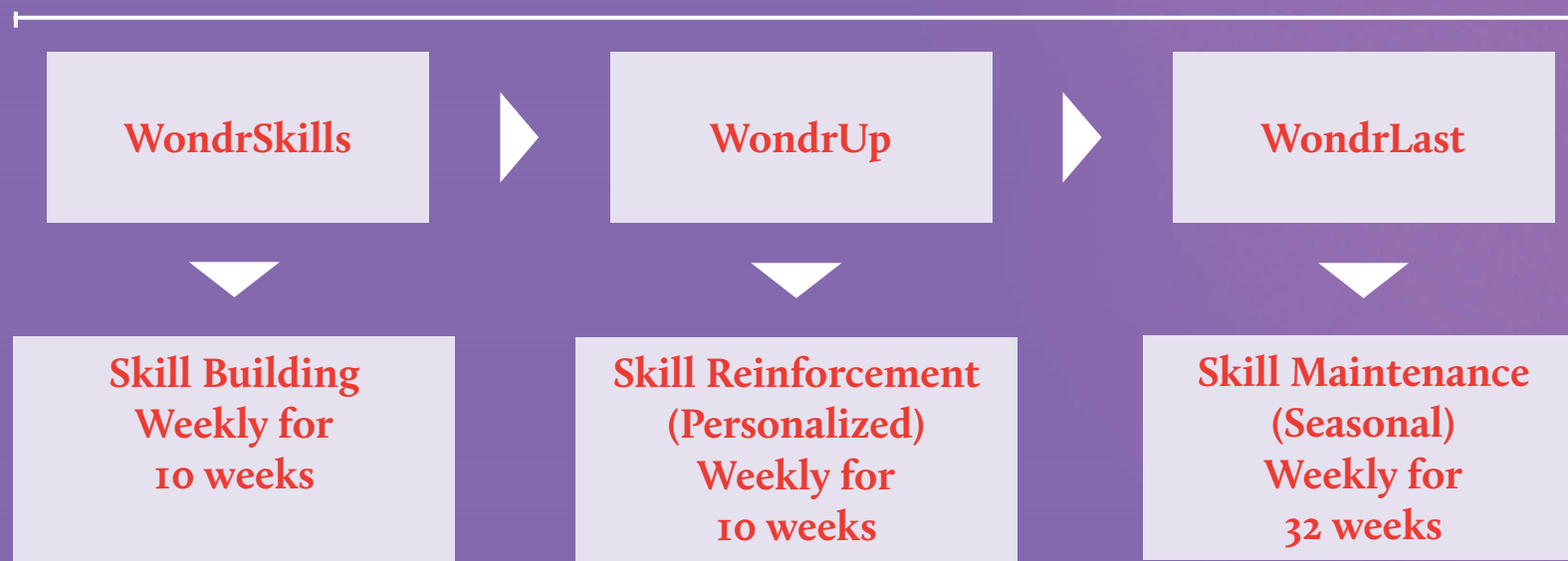
4%
(7.6 lbs.)

Evidence-based treatment schedule.

YEAR-LONG CURRICULUM

10-week foundational skill-building program followed by skill reinforcement & maintenance for sustainable behavior change

1 Year



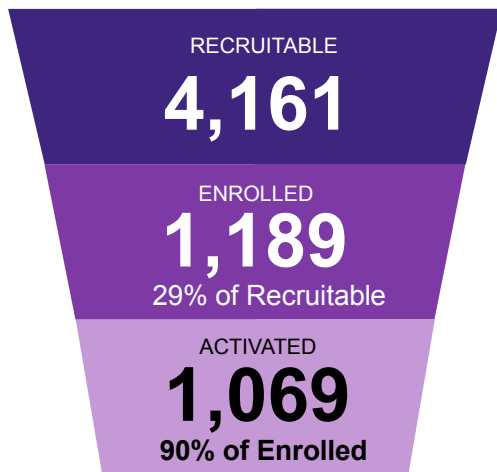
Weight Management Scorecard

New Mexico Public Schools Insurance Authority

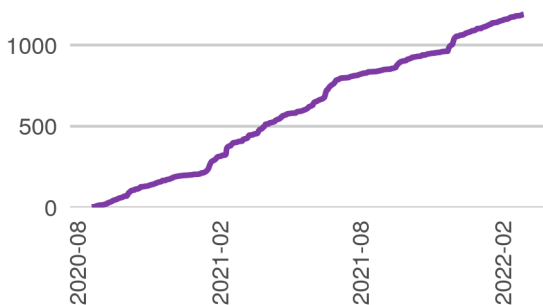
Program Launch: 2020-08-20

Data Thru: 2022-02-28

Members Enrolled

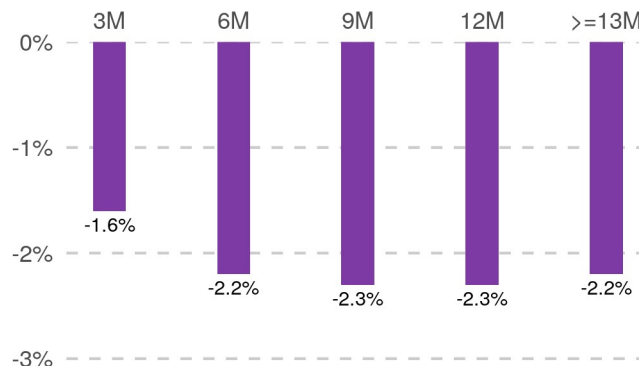


Enrollment Trends



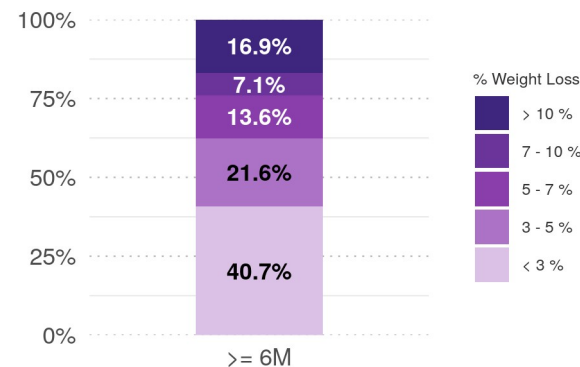
Clinical Outcomes

Average Weight Loss*



*Only members that made a weight check in the corresponding number of months after their first weight check will be included in that month's bar. Members may be included in more than one bar. Not all members may be included in all bars.

Distribution of Weight Loss**



61% Of activated members lost weight

** Percentage of weight loss for activated members who lost weight at least 6 months after their first weight check.

Program Engagement

% of activated members using feature in the last 90 days



Connected scale



Email opens, log-ins, food logs



Health Nudges,
5-day Challenges,
Action Plan



On-demand and
scheduled coaching

DATA DEFINITIONS

○ Members Enrolled

Recruitable: Number of people who are eligible for the Livongo Program

Enrolled: Number of members who registered and successfully enrolled

Activated: Number of members who used the device for a first weight reading

Enrollment Trends: Number of members who have enrolled (current enrolled) over time since the program launch date

Clinical Outcomes

Average Weight Loss:

1M – 12M Bars: These bars visualize the weight loss part of the Weight Management Program. The average percentage of weight loss for activated members that made a weight check in the corresponding number of months after their first weight check. Only members that made a check in the corresponding number of months after their first weight check will be included in that bar. Members may be included in more than one bar. Not all members will be included in all bars.

≥13M Bar: This bar visualizes the weight maintenance part of the Weight Management Program. This bar shows the average weight loss for the members that have made at least one weight check at least 13 months after their first weight check. It uses the member's most recent weight reading (e.g. if a member made a weight check 15 months and 18 months after their first weight check, the 18 month reading will be used)

Distribution of Weight Loss: This chart shows, of the members that have lost weight after 6 months of engaging in the program, what percentage of their starting weight did they lose. It uses the member's most recent weight reading.

% of Activated Members Lost Weight: Percentage of activated members who's weight decreased between their first weight reading and their most recent weight reading.

Program Engagement (Last 90 Days)



Device monitoring: % of activated members who used the connected scale



Self-Guided Activity: % of activated members who engaged with Livongo on their own by opening emails, logging in to Livongo app on web or mobile, or completing a food log



Digital Coaching: % of activated members who responded to digital coaching (responded to health nudge, participated in 5 day challenge, engaged in Action Plan through signing up for an activity or having a task in progress or completed)



Expert Coaching: % of activated members who engaged directly with a Livongo coach in any format (through 1 on 1 phone coaching, through messaging a coach, group coaching, or food log feedback coaching)

Livongo[®] for Hypertension Scorecard

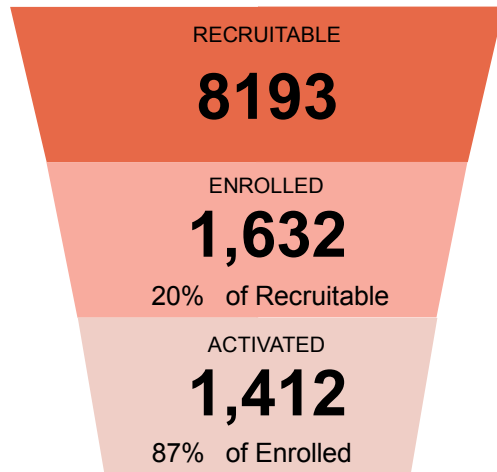
by Teladoc Health

New Mexico Public Schools Insurance Authority

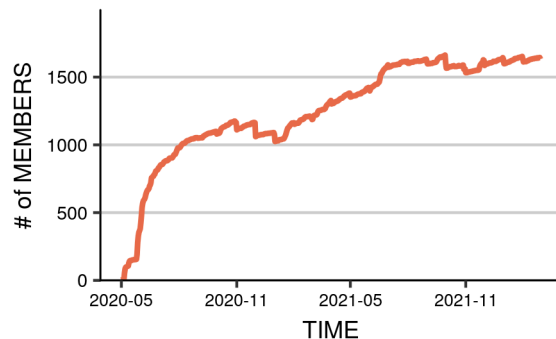
Program Launch: 2020-05-01

Data Thru: 2022-02-28

Members Enrolled



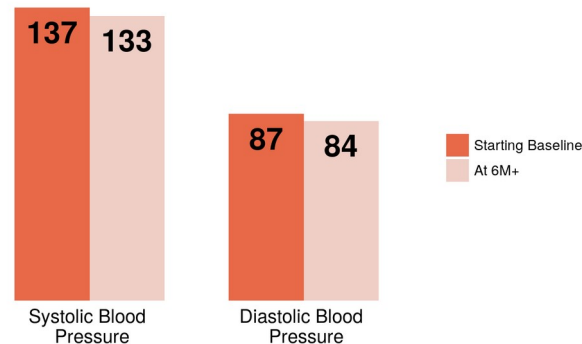
Enrollment Trends



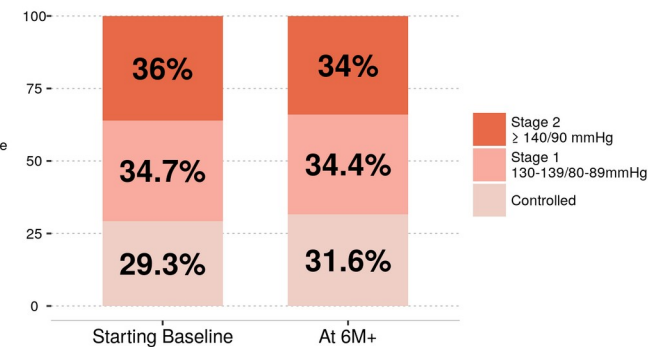
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Clinical Outcomes

Blood Pressure Change for Members Starting Uncontrolled (>130/80 mmHg)



% of Activated Members by Hypertension Stage



75% Members maintained or improved blood pressure control

Program Engagement

% of activated members using feature in the last 90 days



Connected blood pressure monitor



Email opens, log-ins, Health Summary Report sharing, food logs



Health Nudges, 5-day Challenges, Action Plan



On-demand and scheduled coaching

DATA DEFINITIONS

Members Enrolled

Recruitable: Number of people who are eligible for the Livongo Program

Enrolled: Number of members who registered and successfully enrolled

Activated: Number of members who used the device for a first blood pressure reading

Enrollment Trends: Number of members who have enrolled (current enrolled) over time since the program launch date

Clinical Outcomes

Systolic Blood Pressure: The top number of a blood pressure reading. This refers to the pressure inside the arteries when the heart contracts and pumps blood through the body.

Diastolic Blood Pressure: The bottom number of a blood pressure reading. This refers to the pressure inside the arteries when the heart relaxes between beats and fills with blood.

Blood Pressure Change for Members Starting Uncontrolled: Change from average baseline systolic and diastolic blood pressure for members who started uncontrolled ($\geq 130/80$ mmHg) to average of the last 2 Blood Pressure measurements for those enrolled 6 months or more.

% of Activated Members by Hypertension Stage: Change in percentages of activated members from baseline to the latest readings of those enrolled 6 months or more across different stages of Hypertension. (Controlled: $<130/80$ mmHg, Stage 1: $130-139 / 80-89$ mmHg, Stage 2: $\geq 140/90$ mmHg)

% Members Maintained or Improved: Percentage of activated members enrolled 6 months or more that have maintained or lowered their blood pressure from their baseline average.

Program Engagement (Last 90 Days)



Device monitoring: % of activated members who used the Blood Pressure monitor



Self-Guided Activity: % of activated members who engaged with Livongo on their own by opening emails, logging in to Livongo app on web or mobile, sharing their Health Summary Report, or completing a food log



Digital Coaching: % of activated members who responded to digital coaching (responded to health nudge, participated in 5 day challenge, engaged in Action Plan through signing up for an activity or having a task in progress or completed)



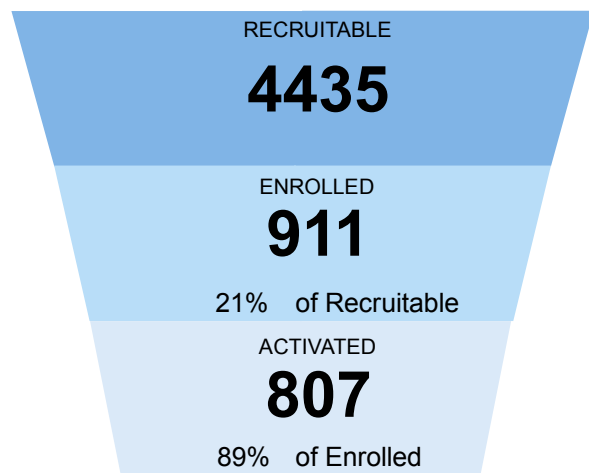
Expert Coaching: % of activated members who engaged directly with a Livongo coach in any format (through 1 on 1 phone coaching, through messaging a coach, group coaching, food log feedback coaching, or coaching that was triggered from alerts)

New Mexico Public Schools Insurance Authority

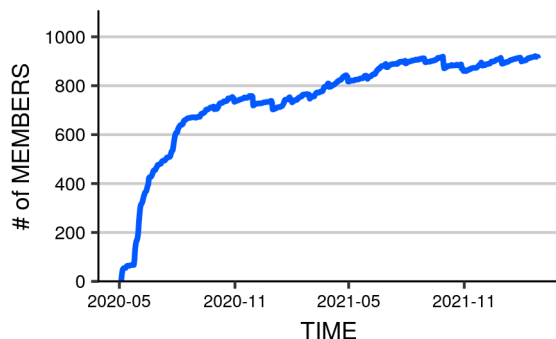
Program Launch: 2020-05-01

Data Thru: 2022-02-28

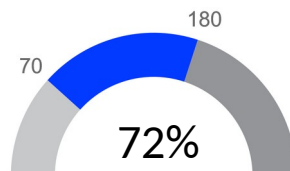
Members Enrolled



Enrollment Trends



Clinical Outcomes



Blood glucose checks in
normal range, last 90 days
70 - 180 mg/dL



30,357
TOTAL CHECKS
In the last 90 days



1.38
AVG CHECKS PER DAY
on days when checking

Change in estimated HbA1c
for starting uncontrolled

-0.95%

Change in eHbA1c from self-reported
HbA1c values for members who started
uncontrolled (HbA1c $\geq 7\%$) and enrolled
at least 6 months

40% Controlled (HbA1c $< 7\%$) at Baseline
56% Controlled for Members Enrolled 6M+

Program Engagement

% of activated members using feature in the last 90 days



Connected blood
glucose meter usage



Email opens, log-ins,
Health Summary Report
sharing, food logs



Health Nudges,
5-day Challenges,
Action Plan



Alert-based, on-
demand, and scheduled
coaching

New Mexico Public Schools Insurance Authority

DATA DEFINITIONS

Members Enrolled

Recruitable: Number of people who are eligible for the Livongo Program

Enrolled: Number of members who registered and successfully enrolled

Activated: Number of members who used the device for a first blood glucose reading

Enrollment Trends: Number of members who have enrolled (current enrolled) over time since the program launch date

Clinical Outcomes



Blood Glucose Checks In Range:

Percentage of members' blood glucose checks between 70 - 180 mg/dL in the last 90 days



Total Checks: Number of blood glucose checks performed by members in the last 90 days



Checks Per Day: Average number of blood glucose checks per day on days when checking in the last 90 days

Change in estimated HbA1c:

Percentage change of HbA1c from self-reported values at registration for members enrolled 6 months or more who started uncontrolled (HbA1c \geq 7%). Livongo estimates HbA1c from blood glucose readings using a [published mathematical framework](#).

% Controlled Baseline:

Percentage of members with controlled diabetes (HbA1c < 7%) at baseline

% Controlled for Members enrolled at least 6M:

Percentage of members with controlled diabetes (HbA1c < 7%) for members enrolled 6 months or more

Program Engagement (Last 90 Days)



Device monitoring: % of activated members who used the Blood Glucose meter



Self-Guided Activity: % of activated members who engaged with Livongo on their own by opening emails, logging in to Livongo app on web or mobile, sharing their Health Summary Report, or completing a food log



Digital Coaching: % of activated members who responded to digital coaching (responded to health nudge, participated in 5 day challenge, engaged in Action Plan through signing up for an activity or having a task in progress or completed)



Expert Coaching: % of activated members who engaged directly with a Livongo coach (through 1 on 1 phone coaching, through messaging a coach, group coaching, food log feedback coaching, or coaching that was triggered from alerts)