

**New Mexico
Public Schools Insurance Authority**



**Board Meeting
June 2, 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, June 02, 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 May 5, 2022 Minutes (Action Item) | A. Park |
| 7. | Administrative Matters | |
| | A. Recognition of Cathy McDonald for Her Dedicated Service to the Risk Advisory Committee | P. Sandoval |
| | B. BAC and RAC Committee Vacancies | P. Sandoval |
| | C. Staff Update | P. Sandoval |
| | D. COVID-19 Update | P. Sandoval |
| | E. IBAC Update | M. Quintana |
| | F. IPPC Update | M. Quintana |
| 8. | Financial Matters | |
| | A. Financial Reports - April 2022 (Action Item) | M. Quintana |
| | B. Certification of Capital Assets for FY2022 (Action Item) | P. Sandoval |
| | C. Disposition of Inventory (Action Item) | P. Sandoval |
| | D. Rebalancing of Long-Term Investments (Action Item) | E. Clark |
| 9. | Risk Matters | |
| | A. 2022-2023 MOCL025 General & Automobile Liability Memorandum of Coverage (Action Item) | M. Esquivel |
| | B. 2022-2023 MOCP025 Property, Automobile Physical Damage, Crime & Cyber Coverages Memorandum of Coverage (Action Item) | M. Esquivel |
| | C. Approval of Property, Liability, Equipment Breakdown, Crime and Workers' Compensation Excess Coverage Renewal (Action Item) | D. Poms |
| | D. Selection of Vendor and Approval of Contract for Property, Liability and Workers' Compensation Claims Auditing Services (Action Item) | P. Sandoval |
| | E. Selection of Vendor and Approval of Contract for Workplace Ergonomic Training and Consulting Services (Action Item) | P. Sandoval |
| | F. Approval of Amendment to CES Agreement (Action Item) | P. Sandoval |
| | G. Request to go out to RFP (Action Item) | P. Sandoval |
| | 1. Insurance Broker, Consulting, Administrative, and Loss Prevention Services | |
| | 2. Property & Liability and Workers Compensation Claim Administration Services | |
| | 3. Student Athletic and Vocational Accident Insurance | |
| | 4. Driving Record Information, Retrieval and Dissemination Services | |
| | H. TAP 2021-2022 Year End Report | L. Garcia /
D. Chavez |

I. Safe Traces Presentation	E. Malmstrom
J. 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
4. Workers' Compensation Large Losses	J. Mayo
K. Loss Prevention Update	J. Garcia / L. Vigil
10. Benefits Matters	
A. Approval Presbyterian Performance Guarantees Penalty Forgiveness Due to COVID (Action Item)	M. Quintana/ S. Valdez
B. Approval of Amendment to BlueCross Blue Shield NM Agreement (Action Item)	M. Quintana
C. Approval of Amendment to Express Scripts Agreement (Action Item)	M. Quintana
D. Approval of Amendment to SaveonSP Agreement (Action Item)	M. Quintana
E. Approval of Amendment to Group Basic Life and AD&D, Group Voluntary Life and AD&D and Group LTD Coverage Agreement (Action Item)	M. Quintana
F. Approval of Amendment to Cigna Agreement (Action Item)	M. Quintana
G. Approval of Part-Time Resolutions - Effective July 1, 2022 (Action Item)	M. Quintana
H. Approval of Domestic Partner Coverage - DATA Charter School (Action Item)	M. Quintana
I. Request to go out to RFP for Life and Long-Term Disability Benefits (Action Item)	M. Quintana
J. OSI Wildfires Emergency Order	M. Quintana
K. Express Scripts Mobile Application Cybersecurity Incident	M. Quintana
L. Medical Carrier Wellness Semi-Annual Reports	
1. BlueCross Blue Shield NM	C. Baker/K. Hull
2. Cigna	C. Sassano
3. The Solutions Group for Presbyterian Health Plan	S. Griffin
11. General Discussion	A. Park
12. Executive Session to Discuss Limited Personnel Matters to §10-15-1 H (2) NMSA 1978 (Action Item)	A. Park
A. Executive Director Position	

13. Next Meeting Date and Location: Thursday, July 21, 2022 **(Action Item)** A. Park
Location: Inn of the Mountain Gods, Ruidoso, NM
14. Adjournment **(Action Item)** A. Park

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

**In Person: Poms & Associates
201 3rd Street, Suite 1400
Albuquerque, NM 87102**

**Virtual: <https://global.gotomeeting.com/join/297628637>
Dial in: + 1 (646) 749-3122
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Thursday, May 05, 2022

DRAFT

1. Call to Order

Mr. Al Park, NMPSIA Board President, called the NMPSIA Board Meeting to order at 9:11 a.m. on Thursday, May 5, 2022.

2. Roll Call

Ms. Pamela Vigil called roll.

Board Members Present:

Al Park, President	In-Person
Chris Parrino, Vice President	In-Person
Pauline Jaramillo, Secretary	Virtual
Denise Balderas	Virtual
Tim Crone	Virtual
Bethany Jarrell	In-Person
David Martinez, Jr.	Virtual
Sammy Quintana	In-Person
Trish Ruiz	In-Person

Board Members Absent:

Daniel Benavidez
K.T. Manis

NMPSIA Staff Members Present:

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

Audience Present:

Kelley Riddle	BAC Advisory Committee	Virtual
Lisa Guevara	BCBSNM	Virtual
Kathryn Hull	BCBSNM	Virtual
Lisa Sullivan	BCBSNM	Virtual
Maureen Sergel	BCBSNM	Virtual
Christopher Baker	BCBSNM	Virtual
Kevin Sovereign	CCMSI	Virtual
Steve Vanetsky	CCMSI	Virtual
Jerry Mayo	CCMSI	In-Person
Rich Cangiolosi	CCMSI	Virtual
Kim Trimble	CCMSI	In-Person
Louise Carpenter	CCMSI	In-Person
Carla Sassano	Cigna	Virtual
Theresa Juday	CVS	Virtual
Daniel Foster	CVS	Virtual
Lara Clower	CVS	Virtual
Bree Nelson	CVS	Virtual
Jill Belinky	CVS	Virtual
Marianna Sandoval	Davis Vision	Virtual
Rich Bolstad	Delta Dental	Virtual
JoLou Trujillo-Ottino	Delta Dental	Virtual
CS Hwa	Erisa Administrative Services	Virtual
Kathy Payanes	Erisa Administrative Services	In-Person
Amy Bonal	Erisa Administrative Services	Virtual
Mike Barrios	Erisa Administrative Services	Virtual
Martin Esquivel	Esquivel & Howington	In-Person
Joseph Simon	Legislative Finance Committee	Virtual
Joe Guillen	NM School Boards Association	Virtual
Ellen Clark	PFM	Virtual
Matt Smith	PFM	Virtual
David Poms	Poms & Associates	Virtual
Julie Garcia	Poms & Associates	In-Person
Larry Vigil	Poms & Associates	In-Person
Grant Banash	Poms & Associates	In-Person
Steve Valdez	Presbyterian	Virtual
Nura Patani	Segal	Virtual
Scott McEachern	Segal	Virtual
Melissa Krumholz	Segal	Virtual
Stephanie Anthony	United Concordia	Virtual

3. Introduction of Guests

Mr. Patrick Sandoval, Interim Executive Director NMPSIA, introduced Dan Foster, Jill Belinky and Theresa Juday from CVS Caremark; Ellen Clark from PFM; Lisa Guevara from BCBSNM; Nura Patani and Melissa Krumholz from Segal; Dave Poms from Poms & Associates; and Rich Cangiolosi from CCMSI.

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

There were no citizens to address the Board.

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

Mr. Sandoval requested item 9.D. Approval Presbyterian Performance Guarantees Penalty Forgiveness Due to COVID (Action Item) be removed from the agenda. NMPSIA and Presbyterian need to conduct an audit of performance penalties from 4/1/2020 through 3/31/2022. Also, 9.H Part-Time Resolutions - Effective July 1, 2022 and 9.I Domestic Partner Coverage - DATA Charter School need to be removed from the agenda due to not being listed as action items.

A motion was made to approve the agenda as amended.

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	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.

6. **Approval of April 7, 2022 Minutes (Action Item)**

A motion was made to approve the April 7, 2022, NMPSIA Board Minutes as presented.

MOTION: B. Jarrell

SECONDED: T. Ruiz

A roll call vote was taken.

Ms. Pamela Vigil called roll.

Al Park, President	Yes
Chris Parrino, Vice President	Abstained

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.

7. Administrative Matters

7. A. Staff Update

Mr. Sandoval reported all staff is back in the office two days a week on a rotating schedule. This hybrid schedule will be in place for the time being. Staff completed interviews for the position of Benefits Analyst on April 21, 2022. There were four applicants and all four were interviewed. A job offer was extended to and accepted by Ms. Kaylei Jones. Ms. Jones will start employment on May 16, 2022. Staff will be holding interviews for the Benefits Coordinator Position on May 6, 2022.

7. B. COVID-19 Update

Mr. Sandoval reported from March 2020 through March 31, 2022, there have been a total of 182,471 total claims for a total cost of \$38,640,575. For the month of March 2022, there were 4,680 claims for a spend of \$2,058,103. Staff is in the process of budgeting and bringing in the \$15 million dollar appropriation that was given to NMPSIA by the Legislature. It will be budgeted this fiscal year.

7. C. IBAC Update

Ms. Martha Quintana, Chief Financial Officer NMPSIA, reported that the IBAC met on April 13, 2022. Bob Matthews, CEO MediSync presented a cloud-based prescription software that integrates with provider software to treat patients with chronic diseases. The program's goal is to redesign primary care by making prescription recommendations to the provider for the patient's treatment therapy.

Chad Gray, CEO of Integrated Musculoskeletal Care presented solutions that reduce musculoskeletal conditions, diagnosis, and outcomes. This point of care solution utilizes musculoskeletal specialists to work with the patient using digital and mobile tools.

IBAC was advised that a Request for Quotes was the appropriate procurement approach for the Project Manager for the Life and Disability RFP, instead of an Invitation to Bid.

8. **Financial Matters**

8. **A. Financial Reports - March 2022 (Action Item)**

Ms. Quintana presented the Statement of Revenues and Expenditures for the period ending March 31, 2022, for the Employee Benefits Fund. She reported revenue of \$27,679,537.40 and expenses of \$35,787,544.24 which resulted in a loss of \$8,108,006.84 for the month of March.

Ms. Quintana presented the Statement of Revenues and Expenditures for the period ending March 31, 2022, for the Risk Fund. She reported revenue of \$7,380,632.51 and expenses of \$6,986,910.50 which resulted in a gain of \$393,722.01 for the month of March.

Ms. Quintana presented the Statement of Revenues and Expenditures for the period ending March 31, 2022, for the Program Support Fund. She reported revenue of \$118,324.00 and expenses of \$94,187.57 which resulted in a gain of \$24,136.43 for the month of March.

Ms. Quintana presented the Balance Sheet for the Agency for the period ending March 31, 2022. Program Support had total assets of \$890,073.59, total liabilities of \$100,799.67, and total fund equity of \$789,273.92. Employee Benefits had total assets of \$37,155,676.82, total liabilities of \$31,412,565.05 and total fund equity of \$5,743,111.77. Risk had total assets of \$122,151,082.10, total liabilities of \$107,575,641.93 and a total fund equity of \$14,575,440.17. The total combined fund equity for the agency was \$21,107,825.86.

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

MOTION: T. Ruiz

SECONDED: B. Jarrell

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.

8. **B. FY2023 Operating Budget (Action Item)**

Ms. Quintana reviewed the final summary of the NMPSIA Operating Budget. The Budget was submitted last week with the assistance of Ms. Melissa Rael. The FY23 Operating Budget consists of \$443,488,700 from Section 4 and an additional \$63,600 from Section 8 Compensation Appropriations and increases and Other Transfers of \$63,600 for a total of \$443,615,900. The Section 8 Compensation Appropriation of \$63,600.00 was calculated by the Department of Finance and Administration.

A motion was made to approve the FY2023 Operating Budget 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	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.

8. **C. Approval of Contract for Independent Public Accountant for FY22 Audit (Action Item)**

Ms. Quintana reported back in March staff brought a two-year price proposal from Kubiak Melton and Associates. The price proposal was only for two years which would meet a total period of eight years with the same Audit firm before staff would have to procure a new firm. The contract is for FY22, which is the first of the final two years. The contract is a standard OSA Connect Agreement and the total amount is \$41,359 including GRT.

A motion was made to approve the Contract for Independent Public Accountant for FY22 Audit as presented.

MOTION: C. Parrino

SECONDED: B. Jarrell

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.

8. D. Approval of Budget Adjustment Request – Risk Fund (Action Item)

Mr. Sandoval presented a BAR for the Risk Fund. He explained staff is asking for approval to submit a BAR for the Risk Fund to cover a projected deficit of \$4.7 million dollars. An amount has not been set and staff would prefer to monitor claims for two more weeks and have Board authority to submit an amount staff feels is necessary to cover expenses for the remainder of the Fiscal Year. The BAR deadline is May 13th and any unused amounts of the BAR will be transferred back to the Fund Balance at the end of the Fiscal Year. Section 13. Item 14. gives NMPSIA the authority to increase the Risk budget to pay claims.

A motion was made to approve the Budget Adjustment Request – Risk Fund 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	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.

8. **E. Approval of Budget Adjustment Request – Benefits Fund (Action Item)**

Mr. Sandoval presented a BAR for the Benefits Fund. Staff is asking for approval to submit a BAR for the Benefits Fund to cover a projected deficit of \$13 million dollars. Staff has not set an amount and would prefer to monitor claims for two more weeks and get Board authority to submit an amount staff feels necessary to cover expenses for the remainder of the fiscal year and submit a BAR prior to the May 13, 2022 deadline. Any unused amounts of the BAR will transfer back to Fund Balance at the end of the Fiscal Year. The agencies FY22 Appropriation Request for Benefits was \$363,952,500, and this request would have been sufficient to cover expenses for FY22 and have approximately \$3 to \$6 million dollars still available. Section 13. Item 14. gives NMPSIA authority to increase the Benefits Budget to pay claims.

A motion was made to approve the Budget Adjustment Request – Benefits Fund as presented.

MOTION: C. Parrino

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	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.

8. **F. Investment Performance Review for Quarter Ended March 31, 2022**

Ms. Ellen Clark, PFM, reported on the Investment Performance Review for Quarter ending March 31, 2022. Currently there is a negative market across the board. Russel Index is down 5.3% and negative numbers continue. Small cap stocks didn't fare as well as larger cap stocks. She reported the US Market is down about 10%, the International Market is down 12% and the Bond Market is down 9.5%. There continues to be volatility and negative returns.

Ms. Clark reported unemployment is low, and salaries are increasing. She reported inflation is pushing up the economy. Consumers are spending money, but because of inflation, this is causing less optimism. Inflation is at its highest mark with an 8% inflation rate. Ms. Clark reported on the Fixed Income Market and Alternatives. Mr. Parrino stated during the Internal Fiscal Review Committee Meeting Ms. Clark stated she would research how much exposure we have with respect to Russia.

Ms. Clark reported on the Benefits Fund Performance Review. She stated there is about \$26 million dollars as of March 31, 2022, with reasonable returns that are relative to the market. She reported the portfolio is ahead of the benchmark. No rebalancing is recommended at this time.

Ms. Clark reported on the Risk Fund Performance Review. She reported money was added to this portfolio. The balance is \$20.1 million with better performance than the Benefits Fund. No rebalancing is recommended at this time.

9. Benefits Matters

9. A. Approval of CVS Next Generation Transform Diabetes Care and Diabetes Plus Hypertension (Action Item)

Ms. Jill Belinky, CVS, reviewed a high-level presentation with respect to CVS Next Generation Transform Diabetes Care and Diabetes Plus Hypertension benefit. This program will remain the same and nothing would be taken away from the program in place. She reviewed the care approach, and communication methods to connect with members, and also shared the clinical depth of the program with ways to assist members to better monitor blood pressure and blood glucose. Ms. Belinky also reviewed preventative screening methods. There will be two complimentary Minute Clinic vouchers available for members.

A motion was made to approve the CVS Next Generation Transform Diabetes Care and Diabetes Plus Hypertension program.

MOTION: B. Jarrell

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. B. Approval of CVS Prudent Rx Program (Action Item)

Mr. Dan Foster, CVS, introduced Ms. Theresa Juday, CVS, who provided a high-level overview of the CVS Prudent Rx Program. She reviewed the program in detail and reported all members would be contacted prior to going live on 7/1/2022. Telephonic outreach will also be conducted prior to implementation.

A motion was made to approve the CVS Prudent Rx Program as presented.

MOTION: C. Parrino

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	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. C. Approval of Blue Cross Blue Shield APR Administration Fee Effective July 1, 2022 (Action Item)

Ms. Lisa Guevara, BCBS, reviewed the new payment integrity program. She stated the payment integrity programs consist of eight different capabilities and these efforts have saved clients 2019 over \$2.2 billion dollars. The medical billing landscape has evolved and requires a new approach to payment integrity, there has been a great change in the expanding remote workforce as well as the complexity of health care invoicing has become extensive. The number of diagnostic and procedure codes opens the door for errors. To help navigate this, BCBS has created a new approach to payment integrity solutions. Ms. Guevara reported with APR, there is a comparison between the current program and the new approach. She reviewed significant savings and capabilities.

A motion was made to approve the BCBS APR Administration Fee effective July 1, 2022.

MOTION: C. Parrino

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	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. **D. Approval Presbyterian Performance Guarantees Penalty Forgiveness Due to COVID (Action Item)**

This item was removed from the agenda.

9. **E. Approval to Request an RFP for Benefits Consultant (Action Item)**

Ms. Quintana reported staff is requesting approval to go out for RFP for Benefits Consultant. She explained the contract with Segal will expire 12/31/2022.

A motion was made to approve the request to initiate an RFP for Benefits Consultant.

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	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. Termination of SaveonSP Contract as of July 1, 2022 (Action Item)

effective June 30, 2022 under the Termination section of the current agreement. This program was available in conjunction with the agreement with Express Scripts that is ending June 30, 2022.

A motion was made to approve the termination of SaveonSP Contract as of July 1, 2022.

MOTION: C. Parrino

SECONDED: B. Jarrell

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. G. Delta Dental PPO & Premier Network Change

Ms. Melissa Krumholz, Segal, reviewed the Delta Dental PPO & Premier Network Change in detail. Last summer Delta Dental reported a change to their Network effective January 1, 2022. She explained this would create a point of service plan and simplify the administration where members would have nearly an 8% increase in providers at an in-network benefit. Essentially this would change the cost-share for the member from an out-of-network benefit to an in-network benefit. There would be a change of more providers going into a better discount level, which would create savings for the member. A claims analysis from January to March indicated that the change resulted in a small increase to NMPSIA's costs. Segal will continue to review the impact.

9. **H. Part-Time Resolutions - Effective July 1, 2022**

This item was removed from the agenda.

9. **I. Domestic Partner Coverage - DATA Charter School**

This item was removed from the agenda.

9. **J. Wellness Update**

Ms. Katherine Chavez, Benefits and Wellness Operations Manager NMPSIA, provided a brief wellness update. She reported that May is mental health month. She shared information with respect to seminars and trainings for mental health.

Ms. Chavez reported on the Livongo Program. She stated that 50% of members enrolled more than six months have achieved controlled blood sugar.

10. **Risk Matters**

10. **A. Approval of Pinnacle Contract Amendment (Action Item)**

Mr. Sandoval presented that staff is requesting approval to amend the contract with Pinnacle Actuarial Services. This amendment would include funding estimates for five years instead of three years. He stated the five-year estimates will coincide with the five-year plan for when staff assesses Risk premium increases. The increase is \$2,000 per year.

A motion was made to approve the Pinnacle Contract Amendment as presented.

MOTION: T. Ruiz

SECONDED: B. Jarrell

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. Approval of 2022/2023 Property & Liability Claims Procedures (Action Item)

Mr. Sandoval presented the 2022/2023 Property & Liability Claims Procedures for review and approval. The procedures were reviewed in detail at the Risk Advisory Committee Meeting and were reviewed in detail by staff, Mr. Esquivel, Mr. Poms and CCMSI.

A motion was made to approve the 2022/2023 Property & Liability Claims Procedures as presented.

MOTION: C. Parrino

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	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. Approval of 2022/2023 Workers' Compensation Claims Procedures (Action Item)

Mr. Sandoval presented the 2022/2023 Workers' Compensation Claims Procedures for review and approval. The procedures were reviewed in detail at the Risk Advisory Committee Meetings and by staff, Mr. Poms, Mr. Esquivel and CCMSI.

A motion was made to approve the 2022/2023 Workers' Compensation Claims Procedures as presented.

MOTION: T. Ruiz

SECONDED: B. Jarrell

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. D. Anonymous Reporting Program (Action Item)

Mr. Dave Poms, Poms & Associates reported that for years staff has been working toward implementing an anonymous reporting program. A representative from Stop-It came to a Board meeting five years ago and the Board did not approve the program. The program does have a lot of merits. He explained how the program worked and the ease in which individuals could report anonymously.

Mr. Poms reported staff and Poms & Associates also looked at the Sandy Hook Program. He explained there were about four districts that signed on with this program. He explained how this program worked in detail. Ms. Julie Garcia and Ms. Exilda Martinez have spent a significant amount of time working with this program and trying to get it to New Mexico.

Mr. Poms stated the carriers are now coming close to demanding NMPSIA has an anonymous program. He stated Ms. Garcia has contacted PED in hopes of working with them with respect to anonymous reporting. After a lengthy discussion, Mr. Poms requested approval from the Board to go out to bid and look at all the different programs that are out there. He stated staff would be open to working with PED.

Mr. Martinez, Jr. asked if schools that have a reporting program in place now, will have to change to another program. Ms. Garcia reported schools will have to make a transition to the new system. Mr. Park stated this is an important project, and it is important to help children.

A motion was made to approve an RFP for an Anonymous Reporting System.

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	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. E. TPA Reports

1. CCMSI Medical Case Management, Bill Review and Office Update

Mr. Cangiolosi reported staff is back in the office for two days out of the week. He reported on the Medical Case Management and stated the cap for the year is \$500,000. The numbers fell well below the cap because of COVID and as of March 31st, it was at \$185,000. Mr. Cangiolosi stated he does not anticipate the cap will be reached. The Nurse Management cap is at \$400,000 and as of March, the numbers were at \$131,000.

2. Property & Liability Monthly Claims Report

Mr. Steve Vanetsky, CCMSI, reported on the Property & Liability Monthly Claims Report for the month of March 2022. There were 376 open claims, 69 new claims and 40 claims were closed. Reserves were at \$43,189,085.62, payments were \$26,289,286.77 for a total of \$69,478,372.39.

3. Property & Liability Large Losses

Mr. Vanetsky reported he anticipates schools around the state will be affected by the many wildfires around the state. There are reports from Ruidoso on smoke damage, smoke damage at Mora, and smoke damage at Luna Community College.

Mr. Vanetsky reported on a property claim in Lovington with respect to hail. This impacted 15 fleet vehicles and 5 campus buildings and the property adjuster is onsite.

Mr. Vanetsky reported on two sexual molestation type incidents. One in Corona Municipal Schools and a report at Hobbs Municipal Schools with a possibility of eight potential victims.

4. Workers' Compensation Monthly Claims Report

Mr. Jerry Mayo, CCMSI, provided the Workers' Compensation Monthly Claims Report for Districts as of March 31, 2022. During the month of March there were 910 open claims, 225 new claims, 22 claims were re-opened, and 205 claims were closed. Reserves were at \$14,685,732.34 and payments were \$47,489,709.58 for a total of \$62,175,441.92.

Mr. Mayo reported on the Workers' Compensation Monthly Claims Report for Charter Schools as of March 31, 2022. During the month of March there were 48 open claims, 16 new claims and 9 claims were closed. Reserves were at \$931,676.51 and payments were \$1,713,601.47 for a total of \$2,645,277.98.

5. Workers' Compensation Large Losses

Mr. Mayo reported there were no claims over \$50,000 in the month of March.

10. F. Loss Prevention Update

Mr. Larry Vigil, Poms & Associates reported in March staff followed up on 915 total recommendations, 62 were capital, 853 were non-capital. The capital corrections were 41 and non-capital corrections were 671 for a total of 812 recommendations corrected. This is a 90% abatement.

Ms. Julie Garcia, Poms & Associates, reported on Vector Solutions efforts. Staff have been going out and performing trainings for school boards and staff with respect to this. A letter was sent out to school districts with respect to Vector Solution Trainings. There has been a lot of responses with questions on how to sign up. NMPSIA has been working with the Attorney General's office to promote the Vector Solution Sexual Molestation Training Videos. Ms. Garcia presented a demonstration of the Vector Solution Training Video.

11. General Discussion

Mr. Park thanked Erisa for providing breakfast for the Board Meeting and thanked Poms & Associates for their hospitality and for providing the meeting space.

12. Executive Session to Discuss Threatened or Pending Litigation Pursuant to §10-15-1 H (7) NMSA 1978 (Action Item)

A. NMPSIA v. AIG/Glasruds

A motion was made to enter into Executive Session to Discuss Threatened or Pending Litigation Pursuant to §10-15-1 H (7) NMSA 1978 at 11:16 a.m.

MOTION: C. Parrino

SECONDED: B. Jarrell

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.

A motion was made to exit out of Executive Session at 11:27 a.m. No action was taken while in Executive Session.

MOTION: S. Quintana

SECONDED: B. Jarrell

A roll call vote was taken.

Mr. Patrick Sandoval 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.

13. Next Meeting Date and Location: Thursday, June 2, 2022 (Action Item)

Location: TBD

The next meeting will be held on June 2, 2022, at Poms & Associates, 201 3rd Street, Suite 1400, Albuquerque, NM 87102. There will be a remote option available.

A motion was made to approve the next meeting date and location as presented.

MOTION: C. Parrino

SECONDED: T. Ruiz

A roll call vote was taken.

Mr. Patrick Sandoval 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.

14. **Adjournment (Action Item)**

A motion was made to adjourn the meeting at 11:30 a.m.

MOTION: T. Ruiz

SECONDED: C. Parrino

A roll call vote was taken.

Mr. Patrick Sandoval 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.

APPROVED:

Mr. Alfred Park, President

Public Schools Insurance Authority



Board Meeting

Fiscal Year 2022

April 2022 Financial Reports

June 02, 2022

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Employee Benefits Fund
From 4/1/2022 Through 4/30/2022

	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)	26,916,538.91	27,458,581.24	2.01	266,608,761.16	272,160,206.97	2.08
Interest Income (Wells Fargo, LGIP)	5,248.52	5,013.35	(4.48)	70,591.39	34,705.25	(50.84)
Investment Income (SIC)	756,034.47	(1,797,950.23)	(337.81)	5,083,643.29	(2,436,394.60)	(147.93)
Miscellaneous Income (Rx Rebates, Penalties, Subros, Etc)	0.00	0.00	0.00	0.00	40,587.76	100.00
Total Revenue	27,677,821.90	25,665,644.36	(7.27)	271,762,995.84	269,799,105.38	(0.72)
Expenditures						
Medical Claims Expense	20,277,077.64	17,535,172.27	(13.52)	190,793,374.13	217,260,361.48	13.87
Prescription Claims Expense	3,459,616.23	3,190,188.80	(7.79)	35,246,459.08	37,712,230.19	7.00
Dental Claims Expense	1,058,758.83	1,022,090.27	(3.46)	11,452,166.76	11,088,473.70	(3.18)
Premiums (Life, Vision)	1,063,252.16	1,118,089.99	5.16	10,396,117.88	10,718,112.35	3.10
Claims Administration Fees (Medical, Dental, Rx)	1,400,922.35	1,683,984.46	20.21	14,200,212.69	15,248,898.17	7.38
Contractual Services (Erisa, Segal, Legal, Etc)	200,043.60	217,286.22	8.62	2,105,840.27	2,194,451.40	4.21
Other Expenses	0.00	0.00	0.00	440.46	52,200.00	11,751.25
Transfer to Program Support	58,375.00	59,166.00	1.36	583,750.00	591,668.00	1.36
Total Expenditures	27,518,045.81	24,825,978.01	(9.78)	264,778,361.27	294,866,395.29	11.36
Net Revenue & Expenditures	159,776.09	839,666.35	425.53	6,984,634.57	(25,067,289.91)	(458.89)

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Risk Fund
From 4/1/2022 Through 4/30/2022

	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	69,224,362.00	72,464,850.07	4.68
Interest Income (Wells Fargo, LGIP)	9,418.90	19,195.20	103.79	142,572.61	98,519.36	(30.90)
Investment Income (SIC)	320,804.03	(1,398,921.38)	(536.07)	2,164,695.99	(1,613,521.14)	(174.54)
Total Revenue	7,252,656.93	5,867,240.82	(19.10)	71,531,630.60	70,949,848.29	(0.81)
Expenditures						
Property - Liability Claims Expense						
Property Claims	463,611.12	336,349.10	(27.45)	7,197,790.06	6,873,302.84	(4.51)
Liability Claims	710,356.41	992,223.26	39.68	8,170,304.66	18,355,639.03	124.66
P-L Provisions for Losses	242,607.69	143,010.88	(41.05)	17,241,508.33	(701,294.49)	(104.07)
P-L Excess Recoveries	(66,218.14)	(126,624.19)	91.22	(658,950.26)	(7,977,036.50)	1,110.57
Total Property - Liability Claims Expense	1,350,357.08	1,344,959.05	(0.40)	31,950,652.79	16,550,610.88	(48.20)
Workers' Compensation Claims Expense	757,999.73	515,251.54	(32.02)	6,938,544.71	7,974,358.79	14.93
Property Excess Coverage Premium	2,114,445.00	2,374,974.00	12.32	21,144,457.00	23,749,734.00	12.32
Liability Excess Coverage Premium	1,437,243.00	1,622,917.00	12.92	14,372,430.00	16,229,166.00	12.92
Workers' Compensation Excess Coverage Premium	49,432.00	39,098.00	(20.91)	494,330.00	390,571.00	(20.99)
Student Catastrophic Insurance Premium	19,949.00	18,092.00	(9.31)	179,542.77	180,925.47	0.77
Equipment Breakdown Insurance Premium	27,585.00	31,280.00	13.39	275,864.60	312,812.60	13.39
Property - Liability Claims Administration Fees	88,095.73	91,147.15	3.46	880,957.24	911,471.50	3.46
Workers' Compensation Claims Administration Fees	97,306.90	100,651.65	3.44	973,069.01	1,006,749.54	3.46
Contractual Services (Erisa, Poms, CCMSI, Legal, Etc)	223,217.30	238,602.08	6.89	3,327,054.79	3,465,170.33	4.15
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	583,750.00	591,584.00	1.34
Total Expenditures	6,224,005.74	6,436,130.47	3.41	81,120,743.61	71,363,154.11	(12.03)
Net Revenue & Expenditures	1,028,651.19	(568,889.65)	(155.30)	(9,589,113.01)	(413,305.82)	(95.69)

NM Public Schools Insurance Authority
Statement of Revenues and Expenditures - Program Support Fund
From 4/1/2022 Through 4/30/2022

	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	1,167,500.00	1,183,252.00	1.35
Total Revenue	116,750.00	118,324.00	1.35	1,167,500.00	1,183,252.00	1.35
Expenditures						
Contractual Services (Professional, Audit, Legal, Etc)	2,692.87	2,692.42	(0.02)	64,353.50	62,756.96	(2.48)
Other Expenses (Travel, Maint., Supplies, Utilities, Etc.)	7,033.95	10,257.38	45.83	92,528.89	106,941.45	15.58
Per Svc/Ben (Salaries, Fringe Benefits)	96,318.01	78,886.14	(18.10)	867,317.53	903,820.84	4.21
Total Expenditures	106,044.83	91,835.94	(13.40)	1,024,199.92	1,073,519.25	4.82
Net Revenue & Expenditures	10,705.17	26,488.06	147.43	143,300.08	109,732.75	(23.42)

NM Public Schools Insurance Authority

Balance Sheet

As of 4/30/2022

	Program Support	Employee Benefits	Risk	Total
ASSETS				
Cash (Wells Fargo/State Treasurer)	664,947.45	2,286,380.75	1,015,051.32	3,966,379.52
Short-term Investments (LGIP)	0.00	11,478,578.56	67,026,583.29	78,505,161.85
Long-term Investments (SIC)	0.00	24,118,627.41	18,710,379.84	42,829,007.25
Receivables (LGIP Int., W/C Excess Carrier)	0.00	15,787.79	18,975,108.51	18,990,896.30
Prepaid Premiums (Risk Excess Coverage)	0.00	0.00	8,172,722.00	8,172,722.00
Other Assets (Deposits, Furniture, Fxtures, Equip., Etc)	256,310.13	0.00	256,000.00	512,310.13
Total ASSETS	<u>921,257.58</u>	<u>37,899,374.51</u>	<u>114,155,844.96</u>	<u>152,976,477.05</u>
LIABILITIES				
Accounts Payable (Admin Fees)	1,081.03	1,502,873.06	430,400.88	1,934,354.97
Case Reserves (P/L, W/C)	0.00	0.00	35,431,554.10	35,431,554.10
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	6,828,924.54	612,276.46	7,441,201.00
Deferred Revenue (Self-Pays, P/L, W/C Premiums)	0.00	60,574.79	14,493,934.00	14,554,508.79
Other (Payroll Taxes, Benefits, Compensated Absences Payable)	104,414.57	0.00	0.00	104,414.57
Total LIABILITIES	<u>105,495.60</u>	<u>31,316,596.39</u>	<u>100,149,294.44</u>	<u>131,571,386.43</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)	109,732.75	(25,067,289.91)	(413,305.82)	(25,370,862.98)
Total FUND EQUITY	<u>815,761.98</u>	<u>6,582,778.12</u>	<u>14,006,550.52</u>	<u>21,405,090.62</u>



Patrick Sandoval
Interim Executive Director

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

Office of Executive Director

410 Old Taos Highway
Santa Fe, New Mexico 87501
1-800-548-3724 or 505-988-2736
505-983-8670 (fax)

BOARD OF DIRECTORS

- *NM School Boards Association*
- *NM Superintendents Association*
- *Public Education Commission*
- *NM School Administrators*
- *NM National Education Association*
- *American Federation of Teachers N.M.*
- *Governor Appointees*
- *Educational Institutions at Large*

June 2, 2022

Pursuant to NMSA § 12-6-10.A Annual inventory I hereby certify that a physical inventory of the capital assets owned by the New Mexico Public Schools Insurance Authority has been conducted and a listing of all capital assets is true and correct for Fiscal Year 2022.

CFO Verification

Board President Verification

FY22 Capital Asset Inventory

Room No.	Inventory No.	Item Description	Serial No.	Model No.	Manufacturer	Acquisition Date	Cost	Inventory Completed	Completed By	Note
Building	N/A	Building Structure				10/1/1989	\$391,889.00	5/23/2022	Natasha Ortiz	
Land	N/A	Land				10/1/1989	\$235,000.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	Carpeting				3/7/1996	\$2,963.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	ADA improvement				4/18/1996	\$65,777.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	Building improvement				6/30/2002	\$38,777.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	Sewer line				6/1/2003	\$9,500.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	Carpet and tile				10/15/2009	\$10,680.00	5/23/2022	Natasha Ortiz	
Lease Hold Improvement	N/A	STO Powerflex				6/9/2015	\$17,472.00	5/23/2022	Natasha Ortiz	
Roof	00543, 00544, 00545	3 Furnaces (York Central Air Conditioner)	W1B3486037, W1D3674865, W1D3619638	YCJF48S41S2A, YCJF48S41S2A, YCJF48S41S2A	York	3/25/2015	\$19,862.00	5/23/2022	Natasha Ortiz	
Building	N/A	Security System				6/27/2017	\$10,762.57	5/23/2022	Natasha Ortiz	
Lobby	00035	Grand Canyon Oil Painting				05/23/90	\$150.00	5/23/2022	Natasha Ortiz	
Lobby	00167	Cristo Rey Church Oil Painting				05/23/90	\$150.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Wedding Vase				1/31/1990	\$250.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Pottery				3/30/1990	\$175.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Pottery-Large				4/26/1990	\$100.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Gourd Pot				6/7/1990	\$200.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Gourd Pot				6/7/1990	\$90.00	5/23/2022	Natasha Ortiz	
Lobby	NA	Gourd Pot				6/7/1990	\$300.00	5/23/2022	Natasha Ortiz	
North Storage	00168	Taos Pueblo Print				01/31/90	\$200.00	5/23/2022	Natasha Ortiz	
North Storage	NA	Art 258				10/5/1998	\$150.00	5/23/2022	Natasha Ortiz	
Conf.	00602	Sharp Smart Board	F8V3311B06	PLN703B	Sharp	6/20/2017	\$6,911.45	5/23/2022	Natasha Ortiz	

\$811,359.02

FY22 Disposition Inventory List

Room No.	Inventory No.	Item Description	Serial No.	Model No.	Manufacturer	Acquisition Date	Warrant No.	Cost
Vault	00497	HP Elite Book 8440p Notebook PC	CND1188NXH	Elite Book 8440p	HP	5/16/2011	B0000083952	\$1,100.00
Vault	00511	HP Envy Pro Ultrabook		BXU90UT#ABA	HP	5/16/2011		\$849.00
Vault	00538	HP EliteBook 750 G1 Notebook	5CG5113Q5G	J8V05UT#ABA	HP	3/16/2015	W3000229173	\$789.00
Vault	00539	HP EliteBook 750 G1 Notebook	5CG5113SZR	J8V05UT#ABA	HP	3/16/2015	W3000229173	\$789.00
Vault	00540	HP EliteBook 750 G1 Notebook	5CG5113SZX	J8V05UT#ABA	HP	3/16/2015	W3000229173	\$789.00
Vault	00541	HP EliteBook 750 G1 Notebook		—	—	—	—	—
Vault	00332	HP Business Calculator - 17BII	ID72800834		HP			
Vault		HP Business Calculator - 10B	D90205616		HP			
Vault		iPhone/Charger	IMEI: 356986066982067	A1549	Apple			
Vault		iPhone 8, Space Gray, 64GB/Charger	IMEI: 353002098642985	FFMX57FTJC6C	Apple			
Vault		iPhone/Case	FCC ID: BCG-E3087A	A1661	Apple			
Vault		iPhone S	FCC ID: BCG-E2946A	A1688	Apple			
Vault		iPhone Gray with Case		A1661	Apple			
Vault		Samsung Galaxy Note5 - 32GB	IMEI: 990007019925343	SMN920VZDA	Samsung			
Vault		Verizon LG Cell Phone - Maroon			Verizon			
Vault		Verizon LG Cell Phone - Black			Verizon			
Vault		Samsung Flip Phone - Black			Samsung			
Vault		Alltel Nokia Cell Phone			Nokia			
Vault		Verizon Jetpack 4GLTE - Mifi			Verizon			
Vault		Verizon Jetpack 4GLTE - Mifi		MIFI4620LE	Verizon			
Vault		Verizon Jetpack 4GLTE - Pantech			Verizon			
Vault		Verizon Jetpack 4GLTE - Ellipsis	IMEI: 358227055099839	MHS800L	Verizon			
Vault		Verizon Jetpack 4GLTE - Mifi	IMEI: 990006388502642	MIFI7730L	Verizon			
Vault		Verizon Jetpack			Verizon			
Vault		Verizon Jetpack			Verizon			
Vault		Sony Voice Operated Tape Recorder	3-904-242-31		Sony			

Memorandum

To: Patrick Sandoval, Interim Executive Director
Martha Quintana, Chief Financial Officer
Board of Directors
New Mexico Public Schools Insurance Authority

From: Ellen Clark
PFM Asset Management LLC

RE: Benefits Fund and Risk Fund – SIC Russian Holdings and Recommended Rebalancing

SIC Russian Holdings

The State Investment Council (SIC) voted unanimously to divest from any Russian companies and securities in March, following a call to do so by the Governor. All SIC managers have since divested of any exposure to Russian securities. Prior to the Russian invasion, that exposure was valued at approximately \$7.9 million, primarily in a handful of stocks and fixed income.

Recommended Rebalancing

On February 24th, 2022, Russia's invasion of Ukraine marked a significant disruption to commodity supply chains and an upward shift in inflation expectations globally. This came at a time of already high inflation readings in the U.S. on the back of COVID restriction-led shortages coupled with increased pent-up demand. Since the Russian invasion of Ukraine, investor sentiment has continued to deteriorate. Poor investor and consumer sentiment is leading to higher volatility and downward price pressure across all major asset classes, outside of commodities. In addition, with the Federal Reserve being behind the curve in raising interest rates to manage inflation, the risk of an overly aggressive Fed leading to a recession has increased. As a result, PFMAM believes it prudent to further reduce portfolio risk.

PFMAM has had ongoing discussions surrounding the implications of the Fed's monetary policy stance considering the higher inflation readings, Russia-Ukraine War disruptions, ongoing supply chain issues, and China's COVID shutdowns and ultimately believes that the risks to the downside are elevated. As a result, PFMAM recommends reducing risk in the NMPSIA portfolios by reducing exposure to risk assets and adding a temporary allocation to cash. This



risk reduction will result in lower exposure to equities (-3.5% from Domestic, -5% from International), and a material cash position (9%). The shift in allocation from risk assets to cash reflects PFMAM's view that it is prudent to be defensive in an increasingly volatile and uncertain market environment.

Due to the implementation limitations, only being able to make changes the SIC funds monthly, we request approval by the Fiscal Review Committee with permission to adjust the recommended rebalancing specifics based upon the May 31 balances. Below is the recommended rebalancing based upon April 30, 2022, SIC fund balances.

Benefits Fund

Sell \$700,000 Large Cap Fund
Sell \$150,000 Small/Mid Cap Fund
Sell \$800,000 Non - US Developed Fund
Sell \$500,000 Non - US Emerging Fund
Transfer \$2,150,000 to LGIP

Risk Fund

Sell \$600,000 Large Cap Fund
Sell \$125,000 Small/Mid Cap Fund
Sell \$650,000 Non - US Developed Fund
Sell \$350,000 Non - US Emerging Fund
Transfer \$1,725,000 to LGIP

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

GENERAL AND AUTOMOBILE LIABILITY

MEMORANDUM OF COVERAGE – MOCL025

July 1, 2022 to July 1, 2023

ISSUED BY: New Mexico Public Schools Insurance Authority
410 Old Taos Highway
Santa Fe, New Mexico 87501

DECLARATION:

Pursuant to NMSA 1978, §22-29-1 TO 22-29-11 and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18, this Memorandum of Coverage (“Memorandum”) is issued by the New Mexico Public Schools Insurance Authority (“Authority”) to its public school districts, other educational entities and charter schools (“Members”) from which the Authority has timely received the applicable premium for its risk-related coverages as listed in Schedule A attached hereto.

Term of Memorandum of Coverage:

This Memorandum of Coverage is effective from July 1, 2022 at 12:01 A.M. to July 1, 2023 at 12:01 A.M. Mountain Standard Time.

Territory:

Coverage under this Memorandum applies worldwide, but coverage does not extend to claims brought in courts outside Puerto Rico, the United States of America, its territories, possessions and Canada.

New Mexico Public Schools Insurance Authority

By: _____
Board of Directors, President *Date*

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SECTION I – COVERAGES

Within the Limit of Liability defined in Section V:

“We” will pay **“ Ultimate Net Loss”** on **“Your”** behalf:

- A. imposed by the Tort Claims Act, [NMSA 1978 §41-4-1 through 41-4-30].
- B. arising under and subject to the substantive law of any jurisdiction other than New Mexico, including other states, territories and possessions and the United States of America, and is not limited as provided in the Tort Claims Act [NMSA 1978 §41-4-1 through 41-4-30].
- C. imposed by the Whistle Blower Protection Act [NMSA 1978 §10-16C-1 through 10-16C-6] subject to limits of liability for **“Back Pay”**, **“Front Pay”**, and multipliers
- D. loss of **“Back Pay”**, subject to a deductible as set forth in Section VI-Liability Deductible Schedule and also subject to limits of liability as set forth below in Section V Limit of Liability.
- E. loss of **“Front Pay”**, subject to a deductible as set forth in Section VI-Liability Deductible Schedule and also subject to limits of liability as set forth below in Section V Limit of Liability.
- F. for **“Personal Injury”** or **“Bodily Injury”** or **“Property Damage”** caused by an **“Occurrence”** and resulting from the ownership, maintenance or use of any **“Automobile”** which **“You”** own or hired or borrowed or used. While any **“Automobile”** is away from the state where it is licensed, **“We”** will provide the Limits of Liability stated herein applicable to Coverage B or the minimum amounts and types of other coverages as required of out-of-state vehicles by the jurisdiction where any **“Automobile”** is being used, whichever is greater.
- G. of others for **“Personal Injury”** or **“Bodily Injury”** or **“Property Damage.”**
- H. as a result of a **“Wrongful Act.”**
- I. of others assumed or retained, but only under an **“Insured Contract.”**
- J. of an **“Additional Insured”**, but only under an **“Insured Contract.”**
- K. any award for punitive or exemplary damages awarded against **“You”** under the substantive law of a jurisdiction other than New Mexico including

but not limited to other states, territories and possessions and the U.S.A., if **“You”** were acting within the scope of your duty.

- L. any award for interest on judgments against **“You”**
- M. any award for any violation of any rights, privileges or immunities secured by the constitution and laws of the United States or the constitution and laws of New Mexico when alleged to have been committed by **“You”** while acting within the scope of **“Your”** duties.
- N. arising under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12].
- O. arising under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19 and arising under the Federal False Claims Act [31 U.S.C. § 3729].
- P. subject to all other policy limitations and exclusions, any coverage for claims arising from or having any connection to Covid 19, including injury or death as a consequence of Covid 19, will be limited to suits brought under the New Mexico Tort Claims Act and subject to limits provided in Section 41-4-19 therein or as amended.
- Q. arising out of the New Mexico Civil Rights Act [Chapter 119, Section 1 to 14, Law 2021.] effective July 1, 2021

as a result of any one **“Occurrence”** for **“Personal Injury”** or **“Property Damage”** or **“Bodily Injury”** or **“Wrongful Act”** during the term of this Memorandum of Coverage subject to the Limits of Liability in this MOC.

“We” are under no obligation to **“You”** unless **“You”** have paid the applicable premium when due. Sections VI and VII describe stand-alone coverages and nothing in Sections I through V of this Memorandum of Coverage (except for the definitions of **“You,” “Your,” “We”** or **“Us”** in Section III) shall affect the intent or interpretation of these stand-alone coverages.

SECTION II – EXCLUSIONS

“We” shall not be required to perform any of the obligations specified in any of the sections of this Memorandum as respects the exclusions. The coverage does not apply:

1. To any claim, or suit seeking relief or redress in any forum other than for monetary damages, or for any costs, fees, or expenses which **“You”** shall be obligated to pay as a result of any adverse judgment for restitution, injunction, an accounting, or declaratory relief. However, **“We”** will defend

“You” for claims or suits in which a covered claim for monetary **“Damages”** is present as long as the covered claim for **“Damages”** remains.

2. To any obligation for which **“You”** may be held liable under any workers’ compensation, disability benefits, unemployment compensation or any similar law, plan or agreement.
3. To **“Bodily Injury,”** or **“Personal Injury,”** sickness, disease or resulting death of **“You”** or **“Your”** employee arising out of or related to the course of employment by **“You”** or **“Your”** **“Employee,”** or to the spouse, child, parent, brother or sister of **“You”** or **“Your”** **“Employee”** as a consequence thereof or to any obligation to share or contribute to **“Damages”** with (or to repay) someone else because of such **“Bodily Injury,”** sickness, disease or resulting death; except liability assumed by **“You”** under an **“Insured Contract.”**
4. To **“Property Damage”** to (1) property owned by **“You”** or in the **“Your”** care, custody, or control; and (2) property rented to or leased to **“You”** where **“You”** have assumed liability under an **“Insured Contract”** for damage to or destruction of such property.
5. To loss or damage or any liability arising out of or in connection with the principles of eminent domain, condemnation or inverse condemnation, by whatever name called, regardless of whether such claims are made directly against **“You”** or by virtue of any contract entered into by or on **“Your”** behalf.
6. With respect to **“Pollutants”** (including hazardous properties of nuclear material), to any loss, cost, or expense arising out of any:
 - A. request, demand or order that **“You”** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **“Pollutants”**; or
 - B. claim, suit or proceeding arising out of any governmental or quasi-governmental direction or request that **“You”** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of **“Pollutants”**; or
 - C. monitoring, clean up, removal, containment, treatment, detoxification, neutralization or any other response to or assessment of the effects of **“Pollutants”** which **“You”** do voluntarily.
7. With respect to Asbestos:

The coverage afforded by the Memorandum does not apply to any cost, fine or penalty related to asbestos or for any expense or claim or suit seeking removal, replacement or cleanup of asbestos or asbestos related products including any of the above that **"You"** do voluntarily.

8. To any refund of taxes, fees or assessments or failure to collect and/or assess taxes, fees or assessments.
9. To any liability **"You"** incur arising, in whole or in part, out of **"Your"** obtaining remuneration or financial gain to which **"You"** are not legally entitled.
10. To any claim arising from **"Your"** activities performed for or on behalf of another private or public employer.
11. To any liability for failure to procure or maintain adequate types or amounts of insurance or bonds.
12. To all administrative costs **"You"** incur in hiring, firing, directing the work or dismissing any **"Employee"** including any claim arising out of the procedures set forth in NMSA 1978, §§22-10-1 through 27 [the School Personnel Act] or other comparable statute, rule or regulation. However, this exclusion does not apply to **"Our"** obligation to defend, adjust, settle and pay any lawsuit claims or judgments for damages for **"Wrongful Act"** or **"Personal Injury"** or **"Property Damage."**
13. As respects **"Uninsured, Underinsured, or Unknown Motor Vehicle"** coverage:
 - A. To any person who does not qualify as an insured under this memorandum while occupying or struck by any **"Motor Vehicle."**
 - B. To **"You"** in settling a **"Bodily Injury"** claim without **"Our"** consent.;
 - C. To any person who pays a charge or fee to occupy a covered **"Motor Vehicle,"** when such vehicle is being used for a purpose which is not a function of the school district, other educational entity or charter school;
 - D. To any person's use of a **"Motor Vehicle"** without having reasonable belief that the person is entitled to do so; and
 - E. To any of **"Your"** **"Employees,"** **"Your"** school bus **"Contractors"** or employees of **"Your"** school bus **"Contractors"** injured in the course of employment who are eligible for workers' compensation benefits as a result of the injury. If **"You"** and **"Your"** school bus **"Contractor"** have not bargained for or paid separate full **"Uninsured, Underinsured Motorist,"**

or Unknown Motor Vehicle" premium for each vehicle under this Memorandum of Coverage.

- F. Anti-Stacking. This Memorandum of Coverage does not include coverage for Stacking or "**Uninsured, Underinsured Motorist, or Unknown Motor Vehicle**" claims.
14. To automobile liability coverage or "**Uninsured, Underinsured or Unknown Motor Vehicle**" coverage of bus "**Contractor's**" owned and operated buses when such buses are not operated for "**Your**" benefit.
 15. To loss or damage or any liability arising out of or in connection with an Individuals with Disabilities Education Act, 20 USC Chapter 33 and §504 of the Rehabilitation Act of 1973 (IDEA) claim or any action in Federal District Court subsequent to an IDEA proceeding covered under Section VII of this MOC unless you have properly and timely appealed any adverse administrative decision.
 16. To any counterclaim or third party claim in any lawsuit initiated by "**You**," whether arising out of the facts in the lawsuit initiated by "**You**" or facts stated in the counterclaim or third party claim.
 17. To loss or damage or any liability for which "**You**" are obligated to pay damages by reason of "**You**" assumption of liability in a contract or agreement. This exclusion does not apply to an "**Insured Contract**," during the term of the "**Insured Contract**".
 18. To any claim, other than an automobile liability or automobile physical damage claim, against employees or contractors of contract bus operators.
 19. To any cyber-attacks including breaches of protected information, vicarious liability for data entrusted to a third-party vendor, unencrypted data, bodily or property damages arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. Furthermore, loss of, damage to, or loss of use of "**You**" property, bodily injury, personal injury or property damage, and any loss or claim directly or indirectly caused by or arising out of:
 - (1) Loss, theft, loss of use of, corruption, or inability to access or manipulate tangible or intangible electronic data or paper data, whether owned by "**You**" or others and including but not limited to any handheld or portable device with user-generated content;
 - (2) Loss, theft, breach, publication, unauthorized access, disclosure or use, collection or disposal of any person's or organization's

tangible or intangible electronic data or paper data including but not limited to private, confidential or personal identifying information, medical, financial, employment, health and educational information which triggers any local, state or federal privacy regulations, as well as patents, trade secrets, processing methods or customer lists;

- (3) Any claim for return or reimbursement of any sums or monetary value of any electronic fund transfers or transactions which is lost or diminished during the transfer;
- (4) Any threat or series of threats to commit an intentional act against a computer network or system for purposes of demanding money or other tangible or intangible value from **“You”**;
- (5) Cyberterrorism or any intrusive or disruptive activities against any computer system or network, or the explicit threat to use such activities with the intention to cause harm, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

In no event will this agreement cover any breach notification, credit, identity and health monitoring and restoration costs; public relations costs, compliance audits, data requests, legal fees, and any local, state, federal or industry or professional organization's investigation, enforcement, remediation or monitoring costs and any fines, penalties, claims, proceedings or suits arising directly or indirectly from (1-5) above.

20. To any loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. Act of Terrorism means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States.

21. If “You” are an “Employee”, to any monetary damages, or to any costs, fees or expenses which “You” shall be obligated to pay, following final adjudication, as a result of an adverse judgement against “You” in a civil or criminal case arising from any criminal sexual offense prohibited by law involving an adult or child, regardless of a child’s enrollment status.

SECTION III – DEFINITIONS

This Memorandum is subject to the following definitions:

1. **“Additional Insured”** means a party who is added as an insured when required by written contract under an **“Insured Contract”** for **“Bodily Injury”** or **“Personal Injury”** or **“Property Damage”** caused by (1) **“Your”** acts or omissions; or (2) the acts or omissions of those acting on **“Your”** behalf, however coverage granted or afforded to such an **“Additional Insured”** will not be broader than that which **“You”** are required by the written contract within the Limits of Liability in Section V;
2. **“Automobile,” “Vehicle” or “Motor Vehicle”** means any land vehicle, machine, forklifts, tractor, trailer or semi-trailer propelled or drawn by mechanical power for travel on or off public roads including any machinery or equipment permanently attached thereto.
3. **“Back Pay”** means the wages or salary and benefits that an employee would have been paid during the period between resignation from employment or termination from employment up to the time in which a claim has settled or is adjudicated.
4. **“Bodily Injury”** means any physical injury (or death) to any person, and any mental injury, emotional distress, shock, sickness, disease, disability, loss of service, "Sexual Molestation or Sexual Abuse" associated with or arising from that physical injury.
5. **“Claim”** means:
 - a. any written demand received by **“You”** alleging liability or responsibility on **“Your”** part for monetary damages or nonmonetary relief;
 - b. a lawsuit or other civil proceeding commenced by the service of a complaint or similar proceeding;
 - c. a criminal indictment commenced by the return of an indictment;
 - d. an arbitration proceeding in which **“Damages”** are claimed, and to which such proceeding the **“Member”** must submit, or does submit with **“Our”** prior written consent; or any other alternative dispute resolution proceeding in which **“Damages”** are claimed, and to which such proceeding **“You”** submit with **“Our”** consent.
 - e. A **“Claim”** does not include a circumstance that has been reported under a prior **“Memorandum of Coverage”**.
6. **“Contractor”** means a person or business entity which undertakes to do specific work for **“You”** using his own means and methods without submitting himself to **“Your”** control except as to the result of the work. **“Contractor”** does not include any persons who are on **“Your”** payroll subject to payroll withholding.

7. **“Crisis Event”** means an actual or threatened event or related series of events that has a harmful effect on a NMPSIA member’s staff, students, or reputation, including acts of an armed person or persons at a member’s location or during an activity organized by the member.
8. **“Crisis Management Services”** means the services of a team of qualified professionals providing public relations, media management, site security, and crisis counseling in response to a **Crisis Event**.
9. **“Damages”** means money **“You”** are legally obligated to pay as compensation for injury, death, pain and suffering, emotional distress, medical expenses, loss of income, necessary care and loss of services resulting from **“Personal Injury.” or “Bodily Injury” or “Wrongful Acts” or “Property Damage”**. **“Damages”** also means money **“You”** are legally obligated to pay as compensation for damage to property or loss of use of property other than property owned by **“You”**. Damages includes prejudgment interest, post judgment interest, punitive and exemplary damages, Defense Costs, and the cost of Crisis Management Services following a Crisis Event.

Regardless of the source of **“Your”** obligation, **“Damages”** shall not include the cost to **“You”** of providing educational and educationally related services, including but not limited to, clinical, diagnostic, or testing services or the cost to **“You”** of providing medical evaluations, independent educational services, education or special education services **“You”** are legally obligated to provide **“Your”** students, whether mainstream or special education.

10. **“Defense Costs”** means reasonable fees charged by a lawyer, or a lawyer’s representative, designated by us or by you with our prior written consent, and all other reasonable fees, costs and expenses, if authorized by **“Us”**, attributable to the adjustment, settlement, investigation, defense, litigation or appeal of claims and suits covered by this Memorandum. Other salaries paid to **“Your”** employees, **“Your”** office expenses and expenses paid to **“Your”** service company for handling claims are specifically excluded.
11. **“Employee”** means any person who is on **“Your”** payroll subject to pay roll withholding and whose conduct is within the course and scope of employment. **“Employee”** includes the **“Employee’s”** estate, heirs, personal representatives or executors.
12. **“Executive Director”** means the person appointed to be in charge of the staff of the Authority.

13. **“FATA Claim”** means any claim arising under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19] and/or arising under the Federal False Claims Act [31 U.S.C. § 3729].
14. **“Front Pay”** means future wages or salary and benefits equal to the estimated lost earnings that would have been paid had not the employee resigned or been terminated and the time when the employee can assume a new position, where such a claim has settled or is adjudicated.
15. **“Insured Contract”** means:
 - A. a contract between **“You”** and the owner or landlord of real property for use within the scope of **“Your”** duties; or
 - B. a contract between **“You”** and a railroad operator concerning railroad tracks, spurs or sidetracks or pedestrian or vehicle crossing; or
 - C. a contract for rental or lease of a **“Motor Vehicle”**, equipment, aircraft or watercraft for use by **“You”** while acting within the scope of **“Your”** duties; or
 - D. an easement or license agreement for **“Your”** use in the scope of **“Your”** duties; or
 - E. an elevator maintenance agreement for an elevator used by **“You”** in the scope of **“Your”** duties; or
 - F. a contract between **“You”** and a private user of **“Your”** **“School Facilities”** where the person or persons providing services, such as therapy or treatment are properly licensed and are providing services to students.
 - G. A contract between **“You”** and an Independent Bus Contractor for school related activities.
 - H. That portion of a contract between **“You”** and a health care provider requiring **“You”** to assume the providers liability for negligent acts of **“Your”** student interns currently enrolled in **“Your”** health care instructional programs.
 - I. A contract where **“You”** are leasing or renting a property for **“Your”** operations for **“Bodily Injury”** or **“Personal Injury”** or **“Property Damage”** caused by (1) **“Your”** acts or omissions; or (2) the acts or omissions of those acting on **“Your”** behalf.

- J. A contract where “**You**” are leasing or renting equipment for use on “**Your**” property for “**Bodily Injury**” or “**Personal Injury**” or “**Property Damage**” caused by (1) “**Your**” acts or omissions; or (2) the acts or omissions of those acting on “**Your**” behalf.
16. “**IPRA Claim**” means any claim under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12.
17. “**Occurrence**”
- A. Includes continuous or repeated exposures to substantially the same general harmful conditions, or events and all such exposures to substantially the same general condition shall be considered as arising from one “**Occurrence**.”
- B. All claims by any one or more claimants arising from substantially the same or similar acts, omissions, incidents or courses of conduct, shall be considered one “**Occurrence**,” regardless of the number of alleged perpetrators. All claims during the coverage term to which this Memorandum applies by one or more claimants against an alleged perpetrator or perpetrators or insureds shall be considered one “**Occurrence**” regardless of the number of acts, omissions, incidents or courses of conduct by the alleged perpetrator.
- C. All claims with respect to “**Sexual Harassment**” or “**Sexual Molestation or Sexual Abuse**” shall mean all claims including “**Bodily Injury**” or “**Personal Injury**” arising from all acts committed by the same perpetrator, or two or more perpetrators acting in concert, without regard to the number of victims or incidents. The “**Occurrence**” shall be deemed to have occurred on the date of the initial incident or act.
18. “**Personal Injury**” means: an injury arising out of false arrest; false imprisonment; wrongful entry or eviction or interference with the right of occupancy; wrongful detention; malicious prosecution; humiliation; publication or utterance of a libel or slander or other defamatory or derogatory material, or an utterance in violation of an individual’s right to privacy; abuse of process; erroneous service of civil papers; discrimination or violation of civil rights;
19. “**Pollutants**” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. “**Property Damage**” means physical injury to or destruction of tangible property including all resulting loss of use of that property

21. **"School Facilities"** means that part of a school district, charter school community college or university campuses or other educational entity in which instruction is offered by one or more teachers and is discernible as a building or group of buildings.
22. **"Sexual Harassment"** means actual or alleged unwelcome or offensive verbal or physical conduct of a sexual nature.
23. **"Sexual Molestation or Sexual Abuse"** means bodily injury resulting from any illegal, sexual, or wrongful conduct.
24. **"Ultimate Net Loss"** means the total sum which **"You"** become obligated to pay by reason of liability claims, either through adjudication or compromise, after making proper deduction for all recoveries and salvages, and shall also include **"Defense Costs."** Fees, charges and expenses for Third Party Claims Administrators are excluded from the **"Ultimate Net Loss."**
25. An **"Uninsured, Underinsured or Unknown Motor Vehicle"** means a **"Motor Vehicle"** of any type:
- A. for which no bond or liability insurance policy or Memorandum applies at the time of an accident, or
 - B. for which an insuring or bonding company denies coverage or is or becomes insolvent, or
 - C. for which there is a bond or liability insurance policy or Memorandum at the time of an accident but the amount paid under the bond or policy or Memorandum is not enough to pay for the full amount **"You"** and **"Your"** passengers are legally entitled to recover.
 - D. which is a hit-and-run **"Vehicle"** and hits **"You"** or an **"Automobile"** occupied by **"You"** or that hits a covered **"Automobile"** and neither the driver nor the owner can be identified.
26. **"We", "Us" or "Our"** means the New Mexico Public Schools Insurance Authority.
27. **"Wrongful Act"** means any actual or alleged: error, act, omission, misstatement or misleading statement, neglect, negligence or breach of duty by "You" including refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, hostile work environment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, "Sexual Harassment" or discrimination. This

includes coverage pertaining to errors or omissions for the administration of **"Employee"** pension and benefit plans.

28. **"You"** or **"Your"** means a school district, other educational entity, charter school or **"Employee"** as more fully defined in §41-4-3 NMSA 1978.

"You" includes educational entities as enumerated in Article 12, Section 11 of the constitution of New Mexico and other state diploma, degree-granting and certificate-granting post-secondary educational institutions, regional education cooperatives and nonprofit organizations dedicated to the improvement of public education and whose membership is composed exclusively of public school employees, public schools or school districts.

"You" includes Students participating in Career Technical Education (CTE) courses and activities, including nurses training or similar allied health courses.

"You" includes uncompensated Volunteers performing services on **"Your"** behalf and under **"Your"** express direction and authority.

"You" includes past, present and future employees and governing boards and governing councils including directors, regents, and trustees

"You" includes student teachers, teaching assistants, and students while serving in a supervised internship program or work study program in satisfaction of course requirements.

"You" also includes a bus **"Contractor,"** but only as relates to motor vehicle liability **"You"** have agreed to cover under Sections 41-4-5 and 41-4-23B(7), NMSA 1978 from whom or on behalf of whom **"We"** have received the applicable premium.

SECTION IV – CONDITIONS

1. **Contribution Payment:**

The annual premium shall be due and payable upon inception of coverage and renewal thereafter. The amount of the annual premium will be based on rates in effect at the inception of the Memorandum and on each subsequent anniversary. **"We"** shall not be required to perform any obligations under the Memorandum if all premiums are not paid in accordance with terms outlined in **"Our"** rules as set forth in New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18.

2. **Inspection and Audit:**

“We” shall be permitted but not obligated to inspect **“Your”** property and operations at any time. Neither our right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of **“You”** or others, to determine or warrant that such property or operations are safe. **“You”** shall maintain records of such information as is necessary for premium computation.

3. **“Your” Duties in the Event of an Accident, Claim or Suit:**

- A. In the event of an Accident reasonably likely to be covered by this Memorandum, **“You”** shall provide **“Us”** with written notice containing particulars sufficient to identify any injured persons and also all reasonably obtainable information with respect to the time, place and circumstances of the Accident, **“Your”** contact information and the names and contact information of all available witnesses as soon as practicable.
- B. If a claim is made or suit is brought against **“You”** for **“Wrongful Act”**, **“You”** shall promptly forward to **“Us”** within 45 days every demand, notice of a **“Claim”** or circumstances which may give rise to a **“Claim”**, summons or other process received by **“You”** or **“Your”** representatives.
- C. **“You”** or **“Your”** authorized representative shall cooperate with **“Us”** and upon our request, assist in making settlements, conducting our defense and investigation of the suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **“You”** because of all **“Damages”** with respect to which coverage is afforded under this Memorandum. **“You”** also shall answer requests for discovery, attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of the witnesses. **“You”** or **“Your”** authorized representative shall not, except at **“Your”** own cost, and without any right or recourse or reimbursement under this Memorandum, voluntarily undertake investigation, retain defense counsel, make any payment, assume any obligation, or incur any expense, admit any liability, settle any claim, or assume any obligation on a claim or suit.
- D. Should **“You”** fail to timely report a claim or fail to act with reasonable diligence with respect to **“Your”** duty to cooperate fully with adjusters, investigators or attorneys assigned by **“Us”** to a claim or notice of claim against **“You,”** **“We”** reserve the right to determine that we will not be liable for any settlement, defense costs, Assumed Obligation, or Stipulated judgement to which **“We”** have not been timely notified.

4. **Defense and Settlement:**

“We” shall have the right and duty to defend any claim or suit against **“You”** seeking **“Damages”** on account of claims or suits covered under this Memorandum, but:

- A. **“We”** may investigate and settle any claim or suit at **“Our”** discretion;
- B. upon reasonable notice to **“You,”** **“Our”** right and duty to defend is terminated when the applicable limits of liability are exhausted in the payment of legal fees, **“Defense Costs,”** charges, expenses, judgments or settlements under this Memorandum;
- C. such defense shall be provided even if the allegations of the claim or suit are groundless, false or fraudulent;

5. Our Right to Appoint and Designate Defense Counsel

“We” shall have the right to appoint and designate counsel to represent **“You”** and any counsel **“You”** may employ is at **“Your”** expense.

6. Cross Suits:

In the event that **“You”** allege a claim for **“Damages”** against another insured under this Memorandum, **“We”** will provide coverage, subject to the limits of liability, conditions, and exclusions of this Memorandum, in the same manner as if separate Memorandums had been issued to **“You”** and the other insured. **“We”** agree to waive all rights of subrogation against all or any of **“You”** in such a case.

7. Bankruptcy and Insolvency:

“We” shall not be relieved of the payment of any claims under this Memorandum because of **“Your”** bankruptcy or insolvency.

8. Other Coverage:

- A. Notwithstanding the terms and conditions of any other insurance clause or clauses in any policy or policies, where coverage is available to **“You,”** the coverage afforded under this Memorandum is intended to be and shall be excess coverage. Under no circumstances shall the coverage afforded by this Memorandum be considered pro rata, concurring or coexistent.
- B. If any other coverage is available to **“You,”** whether such coverage is called excess over, contingent basis or pro rata with other valid and collectible coverage or not, the coverage afforded under this Memorandum shall not apply until such other coverage has been exhausted. This clause

does not apply with respect to excess coverage purchased specifically to be in excess of this Memorandum.

9. Subrogation:

In the event of any payment under this Memorandum, **“We”** shall be subrogated and otherwise entitled to all rights of recovery against any person or organization. **“You”** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure such rights. **“You”** shall do nothing after loss to prejudice such rights. **“You”** may waive any right of recovery **“We”** may have against the person or organizations because of payments **“We”** make for injury or damage arising out of **“Your”** ongoing operations of **“Your”** work done under contract with that person or organization and included in the products-completed operations hazards, but this condition only applies to the extent that subrogation is waived prior to the loss under a written contract with the person or organization. In case any reimbursement is obtained or recovery is made by **“You”** or by **“Us”** on account of any loss covered by this Memorandum, the net amount of such reimbursement or recovery, after deducting the actual cost of obtaining or making the same off the top of any recovery, (a reasonable and necessary attorneys’ fee may be deducted) shall be applied in the following order:

- A. First, to the amount of loss which exceeds the applicable limit of liability;
- B. Second, to reduce our loss until **“We”** are fully reimbursed;
- C. Third, to reduce **“Your”** loss because of the application of any deductible.

10. Assignment:

Assignment of an interest under this Memorandum shall not bind **“Us”** unless **“We”** give our written consent. If, however, **“You”** shall die, such coverage as is afforded by this Memorandum shall apply:

- A. to **“Your”** legal representative, acting as **“You,”** but only while acting within the scope of his duties as such; and
- B. with respect to **“Your”** property to the person having proper temporary custody thereof, but only until the appointment and qualification of the legal representative.

11. Termination:

This Memorandum and coverage may be terminated by **“You”** or by **“Us”** according to the terms of New Mexico Administrative Code, Title 6, Chapter 50, Parts 1 through 18.

12. Statutory Provisions:

Terms of this Memorandum which are in conflict with the statutes of the State of New Mexico are amended to conform to such statutes.

13. Administrative Appeal:

If **“You”** make a claim for coverage and **“We”** do not agree that the claim is a covered claim under the Memorandum or **“We”** decide to apply the Memorandum to **“Your”** claim in a manner **“You”** disagree with, then, upon written demand of either, the matter or matters upon which we do not agree shall be adjudicated pursuant to Title 6, Chapter 50, Part 16 of the New Mexico Administrative Code (Administrative Appeal of Authority Coverage Determinations).

14. If **“We”** have expended funds to settle claims against **“You”** and it is later determined that there is no coverage under this Memorandum for one or more of those claims, **“We”** reserve the right to seek reimbursement for those funds.

15. Fraudulent Claims:

If **“You”** shall make or cause to be made any claim knowing the claim to be false or fraudulent in any material manner, this coverage shall become void and all **“Your”** rights hereunder shall be forfeited.

16. Changes:

Notice to any of **“Our”** agents or knowledge possessed by any of **“Our”** agents or by any other person shall not effect a waiver or a change in any part of this coverage or prevent **“Us”** from asserting any rights under the terms of this coverage, nor shall the terms of this coverage be waived or changed, except by endorsement issued to form a part of this coverage.

17. Action Against **“Us”**:

Not until “We” determine the amount of the “Ultimate Net loss” shall any administrative appeal with regards to a coverage disagreement be made.

SECTION V – LIMIT OF LIABILITY

Refer to separate self-insured limits applicable to Section VI and VII

Coverage Parts	Limit	Terms
State Tort Claims Act Limits Section 41-4-19 or as amended	\$ 200,000	Property Damage per property address
	\$ 300,000	Medical Expenses
	\$ 400,000	Bodily Injury, Personal Injury Per Person
	\$ 750,000	Per Occurrence
New Mexico Civil Rights Act Section [Chapter 119, Section 1 to 14, Law 2021.] effective July 1, 2021.	\$2,000,000 Per Claimant, inclusive of the claimants' costs of action and reasonable attorney fees	"Personal Injury", "Bodily Injury", Property Damage" and, "Wrongful Acts"
Coverage Parts	Limit	Terms
Back Pay including multipliers under any statute including the New Mexico Whistleblower Protection Act	\$ 500,000	Per Occurrence. Member Deductible Applies. See Section VI Member Deductible Schedule
Front Pay including multipliers under any statute including the New Mexico Whistleblower Protection Act	\$ 500,000	Per Occurrence. Member Deductible Applies.

		See Section VI Member Deductible Schedule
Out of State and Federal Coverage	\$35,000,000 except with regard to auto liability which will be limited to the caps in the New Mexico Tort Claims Act Limits Section 41-4-1 et seq as amended	Per Occurrence , Annual Aggregate for Personal Injury, Bodily Injury, Property Damage and Wrongful Act
Insured Contract with an Independent Bus Contractor for school related activities.	\$35,000,000	Per Occurrence, for Bodily Injury, Personal Injury and Property Damage
Sexual Molestation or Sexual Abuse	\$35,000,000 \$35,000,000	Per Occurrence, Pool Annual Aggregate

Coverage Parts	Limit	Terms
Any claims under the New Mexico Fraud Against Taxpayers Act [NMSA 1978 §§ 44-9-1 through 44-4-19 or any claims under the Federal False Claims Act [31 U.S.C. § 3729].	\$1,000,000	Per Occurrence
Any claims under the New Mexico Inspection of Public Records Act [NMSA 1978 §14-2-1 through 14-2-12	\$500,000	Per Occurrence

SECTION VI – LIABILITY DEDUCTIBLE SCHEDULE

NMPSIA's Self-Insured Retention for Liability

Coverage	Member Deductible	Terms
Deductible applies to State Tort Claims Act Limits Section 41-4-19 or as amended, New Mexico Civil Rights Act, Out of State, Federal and Sovereign Nations Coverage, and Sexual Molestation or Sexual Abuse	\$ 0	\$200,000 Property Damage per property address \$300,000 Medical Expenses \$400,000 Bodily Injury, Personal Injury Per Person \$750,000 Per Occurrence
Coverage	Member Deductible	Terms
Back Pay Deductible Each Member is assigned a deductible based on your Full Time Employee (FTE) Count	\$ 2,500 \$ 5,000 \$ 30,000 \$ 50,000	0 to 25 026 to 250 251 to 500 501 and Up
Front Pay Deductible Each Member is assigned a deductible based on your Full Time Employee (FTE) Count	\$ 2,500 \$ 5,000 \$ 30,000 \$ 50,000	0 to 25 026 to 250 251 to 500 501 and Up

SECTION VII – LIMITED CRIMINAL DEFENSE COVERAGE

(This coverage is self-insured.)

1. Reimbursement Only With Respect to Coverages B and C:

With regard to coverages B and C, this is reimbursement coverage only. No liability for payment of a claim shall occur unless **“You”** present to **“Us”** proof of loss and **“Your”** exoneration or dismissal of all charges.

2. Covered Events:

- A. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** arising out of acts authorized by the formal student corporal punishment policy of **“Your”** employer.
- B. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** alleging **“Sexual Abuse”** or **“Molestation”** of a student if **“You”** are fully exonerated by a court or if all charges are dismissed with prejudice or, if without prejudice, then all of the requirements of Section 6 (E) are met.
- C. Reasonable attorney fees and costs incurred by **“You”** in defending a **“Criminal Proceeding”** alleging **“Assault”** or **“Battery”** if **“You”** are fully exonerated by a court or, if all charges are dismissed with prejudice or, if without prejudice, then all of the requirements of Section 6 (E) are met.

3. Limitation of Liability (maximum amounts of coverage):

“We” shall not be obligated to pay attorney fees in excess of \$100 per hour, plus reasonable court costs incurred by **“Your”** defense, including costs of experts subject to the following maximum amounts:

A. “Corporal Punishment”

\$5,000 when all charges are misdemeanors, or
\$15,000 when one or more felony charges are brought;

for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

B. “Sexual Abuse” or “Molestation”

\$30,000 for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

C. **“Assault” or “Battery”**

\$5,000 when all charges are misdemeanors, or
\$15,000 when one or more felony charges are brought;

for each and all **“Criminal Proceedings”** brought against **“You”** arising from the occurrence.

4. Determination of Coverage:

The determination of whether a **“Criminal Proceeding”** which alleges **“Corporal Punishment,” “Sexual Abuse,” “Molestation,” “Assault” or “Battery”** arises from an occurrence in the course and scope of **“Your”** employment or arises out of **“Your”** educational employment activities shall in the first instance be based on **“Your”** response or the response of **“Your”** attorney, to the allegations made against **“You”**. If evidence obtained as a result of investigation, litigation or otherwise demonstrates that **“Your”** responses with regard to scope of employment are not credible, **“We”** may at any time thereafter determine that the incidents did not occur in the course and scope of **“Your”** employment. In the event **“We”** determine that **“Your”** initial claim that such was within the course and scope of **“Your”** employment was false, **“We”** shall be entitled to reimbursement of the attorneys fees, costs and other expenses incurred by **“Us”** in investigating the question of whether the incidents occurred in the course and scope of **“Your”** employment and any attorneys fees or costs paid by **“Us”** in **“Your”** defense.

5. Definitions:

A. **“Assault” or “Battery”:**

Means **“You”** are charged with any of the following offenses:

- 1) Assault, §30-3-1, NMSA 1978;
- 2) Aggravated Assault, §30-3-2, NMSA 1978;
- 3) Assault with the Intent to Commit a Violent Felony, §30-3-3, NMSA 1978;
- 4) Battery, §30-3-4, NMSA 1978;
- 5) Aggravated Battery, §30-3-5, NMSA 1978;
- 6) Abandonment or abuse of a child, §30-6-1, NMSA 1978.

B. “Sexual Abuse” or “Molestation”:

Means **“You”** are charged with any of the following offenses:

- 1) Contributing to Delinquency of a Minor, §30-6-3, NMSA 1978;
- 2) Criminal Sexual Penetration, §30-9-11, NMSA 1978;
- 3) Criminal Sexual Contact, §30-9-12, NMSA 1978;
- 4) Criminal Sexual Contact of a Minor, §30-9-13, NMSA 1978;
- 5) Sexual Exploitation of Children, §30-6A-3, NMSA 1978.

C. “Corporal Punishment”:

Means **“You”** are charged with any of the following offenses:

- 1) Battery as defined in §30-3-4, NMSA 1978;
- 2) Aggravated Battery as defined in §30-3-5(B) where you were acting as authorized by the formal corporal punishment policy of your employer.

D. “Criminal Proceeding”:

Means the prosecution of **“You”** commenced by the filing, in a Municipal Court or State of New Mexico, Magistrate, Metropolitan or District Court, of any information, complaint, or indictment, alleging that **“You”** had committed one or more crimes within the Coverages. Any such prosecution shall be considered a single criminal proceeding, notwithstanding the fact that the prosecution may involve multiple incidents, multiple counts or charges, and/or multiple trial and/or appellate proceedings. A subsequent or different prosecution based on the same incidents, acts, or events that provided the basis for the original prosecution shall not constitute a separate criminal proceeding.

6. Restrictions:

- A. Method of Payment: **“Corporal Punishment”** defense shall be on a “pay-on-behalf of” basis; **“Sexual Abuse,” “Sexual Molestation”** and **“Assault and Battery”** defense shall be on reimbursement basis upon exoneration.

- B. No coverage is provided for fees or costs incurred prior to at least one of the following events: (1) a target notice is sent to **"You"**; (2) a criminal complaint is filed against **"You"**; or (3) **"You"** are arrested.
- C. If, after investigation, the claim is determined not to fall within **"Your"** scope of employment or the terms of coverage, **"We"** shall be entitled to reimbursement of payments made previously.
- D. Notice of occurrence which may give rise to a claim must be given to **"Us"** as soon as practicable.
- E. In the event **"You"** rely for reimbursement on the charges being dismissed against **"You"** without prejudice, a copy of a notice of dismissal or no true bill must be provided to **"Us"** in order to receive reimbursement and:
 - 1) all of the offenses charged in the complaint, indictment or information are dismissed with prejudice or if dismissed without prejudice are not again filed within the statute of limitations: or
 - 2) there is a hung jury on the rest of the charges or a combination of an acquittal on a charge or charges and a hung jury on the rest of the charges and the right to retry **"You"** is not preserved: or
 - 3) **"You"** received a target notice and the grand jury to which the case was presented issued a no true bill.

7. Method of Payment of Coverage A Claims:

With regard to Coverage A, if **"We"** determine from our investigation that the acts were done in the course and scope of **"Your"** employment and were authorized by **"Your"** employer's corporal punishment policy, **"We"** will assume the reasonable cost of **"Your"** defense and pay as such costs accrue within the limits above, subject to further investigation.

8. Action Against **"Us"**:

No action shall lie against **"Us"** and no claim with regard to a coverage issue shall be made with respect to defense costs for a **"Criminal Proceeding,"** unless as a condition precedent thereto, **"You"** have fully complied with all the terms of this coverage, nor until the amount of the obligation to pay by **"Us"** shall have been finally determined either by final verdict or judgment after actual trial or by written agreement between **"You"** and **"Us."**

9. Multiple Counts or Charges Under Coverages B and C:

For purposes of these coverages, a series of alleged continuous actions by “**You**” shall constitute a single occurrence and the limitation of liability herein shall apply to criminal proceedings arising out of a series of alleged continuous actions by “**You**”.

10. Cancellation:

There has been no additional premium charged by “**Us**” for this limited criminal defense coverage and therefore, no consideration for this coverage has been paid by “**You**” or “**Your**” employer and therefore this coverage may be cancelled by “**Us**” by mailing to “**Your**” employer at the addresses shown in our records, written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. On receipt of such notice “**Your**” employer shall provide similar mailed or delivered notice to “**You**” and such notice shall be provided no less than fifteen (15) days after receipt of notice of cancellation from “**Us**” by “**Your**” employer.

The mailing of notice shall be sufficient proof of notice. The date and time stated in the notice shall become the end of the period of coverage.

11. This Coverage is Excess:

This coverage is excess over any other applicable collectible coverage “**You**” may have.

SECTION VIII – LIMITED IDEA COVERAGE

(This coverage is self-insured)

1. **Covered Events:**

- A. Reasonable attorney's fees and costs incurred by **"You"** in defending an Individuals with Disabilities Education Act, 20 U.S.C. Chapter 33 (IDEA) and §504 of the Rehabilitation Act of 1973 complaint arising out of rights asserted pursuant to IDEA or Section 504.
- B. Reasonable due process hearing officer's fees and costs incurred by **"You"** in processing a proceeding alleging violation of rights pursuant to IDEA.
- C. Reasonable IDEA attorney's fees and costs which **"You"** agree to pay or are ordered to pay in an IDEA proceeding or in a Federal District Court action arising out of or in connection with an IDEA proceeding.
- D. A and C above in the administrative appeal process plus reasonable costs incurred by **"You"** therein.

2. With regard to coverages A, B, C, and D, this is reimbursement coverage only. There shall be no liability for payment of a claim unless **"You"** present to **"Us"** proof of loss and good faith efforts by **"You"** to:

- A. Negotiate an individual education plan and reasonable accommodations with the parent, custodian or guardian of the student; and
- B. Follow the negotiated plan and provide the reasonable accommodations; and
- C. If good-faith efforts to negotiate a plan fail, engage in good-faith mediation; and
- D. If a plan is negotiated or mediation results in settlement, comply in good faith with the plan or settlement³. **Limitation of Liability:**

"Our" obligation shall not exceed \$100 per hour for hearing officer or attorney time and \$40 per hour for necessary travel plus reasonable costs. A claim for reimbursement shall be presented in a format which separates out the following:

Coverage A) Defending an IDEA claim:

Coverage B) Due Process Hearing:

Coverage C) Complainant's Attorney:

Coverage D) Administrative Appeal Costs:

4. Determination of Coverage/Definition of Proceedings:

The determination of whether a complaint alleges an IDEA claim shall in the first instance be based on allegations of the claim. This is a reimbursement policy and the final decision with respect to coverage shall be made after the claim is processed to a final conclusion. IDEA Proceeding means a written appeal by a parent or guardian of one or more of **"Your"** students which is within the definition of Section VII 1.A of this MOC and is processed to a point where there is a final, binding and non-appealable IDEA determination or settlement entered.

5. Claim Submission/Notice of Claim:

A claim by **"You"** may be filed with **"Us"** after a final, binding, non-appealable IDEA determination or settlement is entered. **"You"** shall submit the information in support of the claim as may be required by **"Us"** in a format as may be required by **"Us."** The information requested will be for the purpose of allowing **"Us"** to make a determination with respect to reimbursement and the levels of reimbursement.

The information submitted by **"You"** in support of the claim shall not contain any personally identifiable information which includes but is not limited to:

- A. The student's name; or
- B. The name of the student's parent or other family member; or
- C. The address of the student or student's family; or
- D. A personal identifier, such as the student's social security number or student number; or
- E. A list of personal characteristics that would make the student's identity easily traceable; or
- F. Other information that would make the student's identity easily traceable.

Where the information required to be submitted to **"Us"** in its raw form contains such references, **"You"** have a duty under 34 CFR Part 99 to edit

or blot out such personally identifiable information prior to copying and submission to **“Us.”**

6. Due Process Reimbursement:

“We” will include due process reimbursement in **“Our”** self-insured retention risk pool. Each year, the legislature shall authorize the board to collect the due process reimbursement premium from **“You”** to cover the cost of due process reimbursement. To the extent **“We”** are authorized to collect the premium from **“You,”** **“We”** will do so based on claims experience and other criteria determined by the board.

Prior to the beginning of each fiscal year, **“We”** shall determine the amount of money available in the fund for special education due process reimbursements. The process by which **“Your”** claims for reimbursement must be made by the end of the fiscal year is established in this Memorandum.

7. Reimbursement Method:

The method for distributing money available for claims payment is on a pro rata basis if the available money is not sufficient to cover all claims. Prior to the end of June, 2009 and prior to the end of June of each year thereafter, **“We”** will determine, based on the premiums collected by **“Us,”** the amount of money available in our self-insured retention risk pool for due process reimbursement. **“Our”** total obligation to all our members for all IDEA due process reimbursements of allowable fees and costs during the term of this Memorandum will be established by **“Us”** prior to the beginning of the term of the successor Memorandum. **“We”** will then, on or before June 30, distribute the money **“We”** determine available on a pro rata basis (for example, if **“Your”** approved claim is 10% of the total of all approved claims for the year, then **“You”** will receive 10% of the total money available that year) in reimbursement for all the eligible claims received by **“Us”** from **“You”** during the term of this MOC. **“We”** will have no further obligation for IDEA reimbursements to **“You”** for IDEA fees or costs incurred by **“You”** that year. In no event shall the reimbursement to **“You”** exceed one hundred thousand dollars (\$100,000) per year for each IDEA proceeding and **“You”** are not entitled to reimbursement beyond the amount determined as **“Your”** pro rata share merely because it was incurred by **“You.”**

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

GENERAL AND AUTOMOBILE LIABILITY COVERAGES

The schedule of covered “Members” is as follows including any other Educational Entities or Charter Schools added during the Term of this Memorandum of Coverage not named in Schedule A:

SCHEDULE A

1. 21st Century Charter School dba 21st Century Public Academy
2. ABQ Charter Academy
3. ABQ Collegiate Charter School
4. Academy for Technology and the Classics
5. ACE Leadership High School
6. ACES Technical Charter School
7. Alamogordo Public Schools
8. Albuquerque Bilingual Academy
9. Albuquerque Institute of Math and Science (AIMS@UNM)
10. Albuquerque School of Excellence
11. Albuquerque Talent Development Academy
12. Aldo Leopold Charter School
13. Alice King Community School
14. Alma D’ Arte Charter High School
15. Altura Preparatory Academy
16. Amy Biehl Charter School
17. Anansi Charter School
18. Animas Charter School
19. Artesia Public Schools
20. Aztec Municipal Schools
21. Belen Consolidated Schools
22. Bernalillo Public Schools
23. Bloomfield School District
24. Capitan Municipal Schools
25. Carlsbad Municipal Schools
26. Carrizozo Municipal Schools
27. Central Consolidated School District #22
28. Cesar Chavez Community School
29. Chama Valley Independent Schools
30. Christine Duncan Heritage Academy
31. Cien Aguas International School
32. Cimarron Municipal Schools
33. Clayton Municipal Schools

34. Cloudcroft Municipal School
35. Clovis Municipal Schools
36. Cobre Consolidated Schools
37. Cooperative Educational Services
38. Coral Community Charter School
39. Corona Public Schools
40. Corrales International Charter School
41. Cottonwood Valley Charter School
42. Cottonwood Classical Preparatory School
43. Cuba Independent Schools
44. DATA Charter School (Digital Arts & Technology Academy)
45. Deming Cesar Chavez High School
46. Deming Public Schools
47. Des Moines Municipal Schools
48. Dexter Consolidated Schools
49. Dora Consolidated Schools
50. Dream Dine' Charter School
51. Dulce Independent Schools
52. DZIL DIT L'OOI School of Empowerment, Action & Perseverance (DEAP)
53. East Mountain Charter School
54. Eastern New Mexico University
55. Eastern New Mexico University - Roswell
56. El Camino Real Academy
57. Elida Municipal Schools
58. Espanola Municipal Schools
59. Estancia Municipal Schools
60. Estancia Valley Classical Academy
61. Eunice Public Schools
62. Explore Academy
63. Explore Academy – Las Cruces
64. Farmington Municipal Schools
65. Floyd Municipal Schools
66. Fort Sumner Municipal Schools
67. Gadsden Independent Schools
68. Gallup-McKinley County Public Schools
69. Gilbert L. Sena Charter High School DBA: CEPI #2
70. Gordon Bernell Charter School
71. Grady Municipal Schools
72. Grants Cibola County Schools
73. Hagerman Municipal Schools
74. Hatch Valley Municipal Schools
75. Health Leadership High School
76. Hobbs Municipal Schools
77. Hondo Valley Public Schools
78. Horizon Academy West
79. Hozho Academy

80. House Municipal Schools
81. J. Paul Taylor Academy
82. Jal Public Schools
83. Jefferson Montessori Academy
84. Jemez Mountain Public Schools
85. Jemez Valley Public Schools
86. La Academia de Esperanza
87. La Academia de Idiomas Y Cultura
 dba La Academia Dolores Huerta Middle School
88. Albuquerque Bilingual Academy
89. La Tierra Montessori School of the Arts & Science
90. Lake Arthur Municipal Schools
91. Las Cruces Public Schools
92. Las Montañas Charter High School
93. Las Vegas City Public Schools
94. Logan Municipal Schools
95. Lordsburg Municipal Schools
96. Los Alamos Public Schools
97. Los Lunas Public Schools
98. Los Puentes Charter School
99. Loving Municipal Schools
100. Lovington Municipal Schools
101. Luna Community College
102. Magdalena Municipal Schools
103. Mark Armijo Academy
104. Maxwell Municipal Schools
105. McCurdy Charter School
106. Media Arts Collaborative Charter School
107. Melrose Municipal Schools
108. Mesa Vista Consolidated Schools
109. Mesalands Community College
110. Middle College High School
111. Mission Achievement and Success Charter School
112. Monte Del Sol Charter School
113. Montessori of the Rio Grande
114. Mora Independent Schools
115. Moreno Valley Charter High School
116. Moriarty Municipal Schools
117. Mosaic Academy
118. Mosquero Municipal Schools
119. Mountain Mahogany Community School
120. Mountainair Public Schools
121. National Education Association New Mexico (NEA-NM)

122. Native American Community Academy
123. New Mexico Activities Association
124. New Mexico Association of School Business Officials
125. New Mexico Coalition for Educational Leaders
126. New Mexico Connections Academy
127. New Mexico Highlands University
128. New Mexico International School
129. New Mexico Public Schools Insurance Authority
130. New Mexico School for the Arts
131. New Mexico School for the Arts – Art Institute
132. New Mexico School for the Blind and Visually Impaired
133. North Valley Academy
134. Pecos Connections Academy
135. Pecos Independent Schools
136. Penasco Independent Schools
137. Pojoaque Valley Public Schools
138. Portales Municipal Schools
139. Public Academy for Performing Arts
140. Quemado Independent Schools
141. Questa Independent Schools
142. Raices del Saber Xinachtli Community School Charter
143. Raton Public Schools
144. Red River Valley Charter
145. Regional Education Cooperative # 2
146. Regional Education Cooperative #6
147. Regional Education Cooperative # 7
148. Regional Education Cooperative #8
149. Reserve Independent Schools
150. Rio Gallinas Charter School
151. Rio Grande Academy of Fine Arts
152. Rio Rancho Public Schools
153. Robert F. Kennedy Charter School
154. Roots and Wings Community School
155. Roswell Independent Schools
156. Roy Municipal Schools
157. Ruidoso Municipal Schools
158. San Diego Riverside Charter School
159. San Jon Municipal Schools
160. Sandoval Academy of Bilingual Education
161. Santa Fe Community College
162. Santa Fe Public Schools
163. Santa Rosa Consolidated Schools
164. School of Dreams Academy (SODA)
165. Sidney Gutierrez Middle Schools
166. Siembra Leadership High School
167. Silver Consolidated Schools

- 168.Six Directions Indigenous School
- 169.Socorro Consolidated Schools
- 170.Solare Collegiate Charter School
- 171.South Valley Academy
- 172.South Valley Preparatory School
- 173.Southwest Aeronautics, Mathematics and Science Academy
- 174.Southwest Preparatory Learning Center
- 175.Southwest Secondary Learning Center
- 176.Springer Municipal Schools
- 177.Taos Academy
- 178.Taos Charter School
- 179.Taos Integrated School of the Arts
- 180.Taos International School
- 181.Taos Municipal Schools
- 182.Tatum Municipal Schools
- 183.Technology Leadership High School
- 184.Texico Municipal Schools
- 185.The Albuquerque Sign Language Academy
- 186.The ASK Academy
- 187.The Great Academy
- 188.The International School at Mesa Del Sol
- 189.The MASTERS Program
- 190.The Montessori Elementary Schools
- 191.The New America School, Las Cruces
- 192.The New America School, New Mexico (Albuquerque)
- 193.THRIVE Community School
- 194.Tierra Adentro Charter School
- 195.Tierra Encantada Charter High School
- 196.Truth or Consequences Municipal Schools
- 197.Tucumcari Public Schools
- 198.Tularosa Municipal Schools
- 199.Turquoise Trail Charter School
- 200.Vaughn Municipal Schools
- 201.Vista Grande High School
- 202.Voz Collegiate Preparatory Charter School
- 203.Wagon Mound Public School
- 204.Walatowa High Charter School
- 205.West Las Vegas Public Schools
- 206.Western New Mexico University
- 207.William W. & Josephine Dorn Charter School
- 208.Zuni Public Schools

ENDORSEMENT NO. 1

SPECIFIED MEMBERS - LIMITED PARTICIPATION COVERAGE
ENDORSEMENT

Pursuant to NMSA 1978, §22-29-1 et seq. and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1-18, this Memorandum of Coverage (“**Memorandum**”) is an agreement by the New Mexico Public School Insurance Authority (the “**Authority**”) and its “**Members,**” as listed in Schedule A attached hereto, to provide or obtain insurance protection for all covered losses subject to the limits and other terms and conditions of this “**Memorandum**” and any endorsements attached.

This endorsement modifies insurance of this “**Memorandum**” provided under:

SECTION I – COVERAGES

SCHEDULE A: MEMBERS (As listed)

129. New Mexico School for the Blind and Visually Impaired

Schedule		
Coverage	Covered	Not Covered
General Liability		X
Automobile Liability	X	

It is hereby understood and agreed that the insurance under this “**Memorandum**” shall only apply to the “**Member**” as listed in Schedule A and coverage as designated and described in the Schedule of this endorsement.

1. For purposes of this endorsement, SECTION III - DEFINITIONS, Item 2., is amended with the following:

The word “**Automobile**”, “**Vehicle**” or “**Motor Vehicle**” means a land motor vehicle of a commercial type used solely for the bus transportation of passengers including any machinery or equipment permanently attached thereto. An “**Automobile**” “**Vehicle**” or “**Motor Vehicle**” does not include any land vehicle, machine, forklifts, tractor, trailer or semi-trailer propelled or drawn by mechanical power for travel on or off public roads.

All other terms, conditions, provisions, and exclusions of this “**Memorandum**” remain the same.

NEW MEXICO PUBLIC SCHOOL INSURANCE AUTHORITY

PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, CRIME & CYBER
COVERAGES

MEMORANDUM OF COVERAGE – MOC025

July 1, 2022 to July 1, 2023

ISSUED BY: New Mexico Public School Insurance Authority
410 Old Taos Highway
Santa Fe, New Mexico 87501

DECLARATION:

Pursuant to NMSA 1978, §22-29-1 et seq. and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1-18, this Memorandum of Coverage (“**Memorandum**”) is an agreement by the New Mexico Public School Insurance Authority (the “**Authority**”) and its “**Members**,” as listed in Schedule A attached hereto, to provide or obtain insurance protection for all covered losses subject to the limits and other terms and conditions of this “**Memorandum**” and any endorsements attached. This “**Memorandum**” is intended to describe the terms and conditions of coverage which the “**Authority**” provides as well as the terms and conditions of coverage provided by APIP for claims in amounts excess of what the “**Authority**” provides. In consideration of the contributions paid by the “**Members**” this “**Memorandum**” provides the coverages as set forth in this below.

Throughout this “**Memorandum**,” words and phrases that appear in bold type and quotation marks have special meaning. They are defined in the DEFINITION section and the definitions are controlling as to the meaning of those words and phrases unless modified by definitions in specific coverages.

Term of Memorandum of Coverage:

This “**Memorandum**” is effective from July 1, 2022 to July 1, 2023, 12:01 A.M. local Standard Time at the address shown above. However, as respects **Coverage C only**, this “**Memorandum**” is effective after 12:01A.M. local Standard Time, July 1, 1986.

Territory:

Coverage under this “**Memorandum**” applies to “**Covered Property:**” 1) Real Property located within the United States of America , Personal Property and Personal Property of the “**Member**” or Property held by the “**Member**” in trust or on commission or on consignment for which the “**Member**” may be held legally liable while in due course of transit is extended to Worldwide Coverage; 2) to such other locations as are specified in this “**Memorandum**.”

New Mexico Public Schools Insurance Authority

By: _____

Board of Directors, President

Date

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This “**Memorandum**” consists of the following coverage parts:

COVERAGE A:	PROPERTY COVERAGE
COVERAGE B:	AUTOMOBILE PHYSICAL DAMAGE
COVERAGE C:	CRIME COVERAGE
COVERAGE D:	CYBER COVERAGE

COVERAGE A: PROPERTY COVERAGE

Subject to the terms, conditions and exclusions hereinafter contained, this “**Memorandum**” insures all property of every description both Real and Personal Property (including improvements, betterments and remodeling), of the “**Member**”, or property of others in the care, custody or control of the “**Member**”, for which the “**Member**” is liable, or under the obligation to insure

A. EXTENSIONS OF COVERAGE

All coverage extensions are subject to the terms, conditions and exclusion of the “**Memorandum**” except insofar as they are explicitly providing additional coverage.

1. PERSONAL EFFECTS

This “**Memorandum**” is extended to cover only such personal effects and wearing apparel of any of the officials, employees, students and personal effects of the “**Member**” for which the “**Member’s**” governing body maintains a written policy effective prior to the “**Date of Loss**” stating that “**You**” are willing to cover loss or damage to such personal effects while located in accordance with the coverage hereof. The loss, if any, on such property shall be adjusted with and payable to the “**Member**” subject to a \$750 per occurrence deductible. The absence of a written policy by “**Your**” governing body prior to the “**Date of Loss**” will result in no personal effects coverage provided by this “**Memorandum**”.

2. PROPERTY IN COURSE OF CONSTRUCTION AND ADDITIONS

It is understood and agreed that as respects course of construction projects and additions, this “**Memorandum**” will provide automatic coverage subject to the following conditions:

- a. Project involves only real property on new or existing locations (excluding dams, roads, and bridges).
- b. Value of the project at the location does not exceed the Limits of Liability stated in Section II , Item F. Projects that exceed this amount are subject to underwriting approval, prior to binding. However, inadvertent failure to report

projects shall not void coverage of said Project.

Additional Expenses – Soft Costs: This extension applies to new buildings or structures in the course of construction up to the time that the new building(s) or structures(s) is initially occupied or put to its intended use whichever occurs first.

This **“Memorandum”** will cover the additional expenses (soft costs) of the **“Member”** as defined below for up to 25% of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to property insured and be caused by or result from a peril not excluded by this **“Memorandum.”** **“We”** will pay covered expenses when they are incurred.

- a. **Additional Interest Coverage** – **“We”** will pay the additional interest on money the **“Member”** borrows to finance construction or repair.
- b. **Rent or Rental Value Coverage** – **“We”** will pay the actual loss of net rental income that results from delay beyond the projected completion date. But **“We”** will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.
- c. **Additional Real Estate Taxes or Other Assessments** – **“We”** will pay the additional real estate taxes or other assessments the **“Member”** incurs for the period of time that construction is extended beyond the completion date.
- d. **Additional Advertising and Promotional Expenses** – **“We”** will pay the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.
- e. **Additional Commissions Expense** – **“We”** will pay the additional expenses, which result from the renegotiating of leases following an interruption in the project.
- f. **Additional Architectural and Engineering Fees** – **“We”** will pay the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.
- g. **Additional License and Permit Fees** – **“We”** will pay the additional license and permit fees that become necessary as a delay in the completion of the project.
- h. **Legal and Accounting Fees** – **“We”** will pay the additional legal and accounting fees the **“Member”** incurs as a result of a delay in the completion of the project.

3. FIRE FIGHTING EXPENSES

It is understood and agreed that **“We”** shall be liable for the actual charges of firefighting expenses including but not limited to those charged by municipal or private fire departments responding to and fighting fire in/on and/or protecting property included in this **“Memorandum.”**

4. OFF PREMISES SERVICES INTERRUPTION

It is understood and agreed that coverage under this **“Memorandum”** is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by **“You”** as a result of physical damage to or destruction of property, by **“Covered Perils”** insured against occurring during the **“Memorandum Period”** of any suppliers furnishing heat, light, power, gas, water, telephone or similar services to **“Your”** premises.

5. ARCHITECTS AND ENGINEERS FEES AND LOS ADJUSTMENT EXPENSES

This **“Memorandum”** also insures as a direct result of physical loss or damage insured hereunder, any of the following;

- a) Architects and engineer’s fees
- b) Loss adjustment expenses including, but not limited to, auditors, consultants and accountants. However, the expenses of public adjusters are specially excluded.

6. EXPEDITING EXPENSES

In the event of physical loss or damage insured hereunder, it is understood and agreed that coverage under this **“Memorandum”** includes the reasonable extra cost of temporary repair and of expediting the repair of **“Your”** damaged property, including overtime and the extra costs of express or other rapid means of transportation.

7. DEBRIS REMOVAL:

“We” will cover expenses incurred in the removal of debris of the **“Covered Property”** hereunder from **“Your”** premises that may be destroyed or damaged by **“Covered Peril(s).”** The debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water

8. BUILDING LAWS

- a. This **“Memorandum”** is extended to include physical damage, business interruption loss, loss of interest and/or extra expense incurred and/or sustained by **“You”** as a result of physical damage to or destruction of property, by **“Covered Perils”** against occurring during the **“Memorandum Period”** and occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs, which necessitates the demolition of any portion of the covered building not damaged by the **“Covered Peril(s).”**
- b. This **“Memorandum”** shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) damaged by a **“Covered Peril.”**
- c. This extension of coverage shall not increase the **“Limits of Liability”** as set forth elsewhere in this **“Memorandum.”**

9. DEMOLITION COST

In the event of physical damage to **“Covered Property”** insured by a **“Covered Peril,”** this **“Memorandum”** is extended to cover the cost of demolishing any undamaged portion of the **“Covered Property”** including the cost of clearing the site thereof, caused by loss from any **“Covered Peril”** under this **“Memorandum”** and resulting from enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time of loss which necessitates such demolition.

10. INCREASED COST OF CONSTRUCTION

In the event of physical damage to **“Covered Property”** insured by a **“Covered Peril,”** this **“Memorandum”** is extended to cover the increased cost of repair or replacement occasioned by the enforcement of any local or state ordinance or law in any state regulating the construction, repair or demolition of buildings or structures, which is in force at the time such a loss occurs or which comes into force within six (6) months after such a loss occurs, which necessitates in repairing or replacing the building covered hereunder which has suffered damage or destruction by the **“Covered Peril”** or which has undergone demolition, limited, however, to the minimum requirements of such ordinance or law.

11. ERRORS AND OMISSIONS

No unintentional errors or unintentional omissions in description, location of property or valuation of property will prejudice **“Your”** right of recovery but will be reported to **“Us”** as soon as practicable when discovered. The coverage provided by this clause is within the sub-limit provided. This extension does not increase any more specific limit stated elsewhere in this **“Memorandum.”**

12. ANIMALS

This **“Memorandum”** is extended to cover retraining expenses associated with the loss of specially trained animals. Retraining expenses are included within the sub-limit provided, unless otherwise scheduled. This **“Memorandum”** is also extended to cover physical loss or damage to animals used for research subject to applicable exclusions under Section II (General Conditions), Item E. Exclusions.

13. VALUABLE PAPERS & RECORDS

This **“Memorandum”** is extended to cover Valuable Papers or the cost to reconstruct valuable paper (including but not limited to research, redrawing or duplicating) physically lost or damaged by a peril insured against during the term of this **“Memorandum.”**

Valuable Papers and Records means all inscribed, printed, or written documents, manuscripts or records; including but not limited to abstracts, books, deeds, drawing, films, maps, or mortgages. Valuable Papers are not money, securities, stamps or converted data program or instructions used in the **“Member’s”** data processing operations including the materials on which data is recorded.

14. TRANSIT

This “**Memorandum**” is extended to cover “**Your**” “**Personal Property**” or property held by “**You**” in trust or on commission or on consignment for which “**You**” may be held legally liable while in due course of transit, worldwide, against all risks of Direct Physical Loss or Damage not excluded by this “**Memorandum**” to the property insured occurring during the period of this “**Memorandum**.”

15. ASBESTOS CLEAN UP AND REMOVAL

This “**Memorandum**” specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this “**Memorandum**,” then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this “**Memorandum**.”

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of “**Your**” property must be removed or modified, or;

any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or;

any loss or expense normally provided by demolition, increased cost or building ordinance.

“**You**” must report to “**Us**” the existence of the damage as soon as practicable after the loss. However, this “**Memorandum**” does not insure any such damage first reported to “**Us**” more than thirty-six (36) months after the expiration, or termination, of this “**Memorandum**.”

16. PROTECTION AND PRESERVATION OF PROPERTY

In the event of loss likely to be covered by this “**Memorandum**,” “**You**” shall endeavor to protect covered property from further damage and shall separate the damaged and undamaged personal property and store in the best possible order, and shall furnish a complete inventory of the destroyed, damaged and undamaged property to “**Us**.”

In case of actual or imminent physical loss or damage of the type insured against by this “**Memorandum**,” the expenses incurred by “**You**” in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under this “**Memorandum**” and be subject to the applicable deductible and without increase in the limit provisions contained in this “**Memorandum**.”

Due to the unique nature of Health Care Facilities where it is deemed necessary to evacuate patients from the premises in order to reduce the physical loss potential from an actual or imminent loss or damage by a peril not excluded herein, all terms and conditions of this clause will apply to the expenses incurred as a result of the evacuation.

17. LEASEHOLD INTEREST

In the event of physical loss or damage of the type insured against by this **“Memorandum”** to real property of the type insured by this **“Memorandum,”** which is leased by **“You,”** this **“Memorandum”** is extended to cover:

- (1) If as a result of such loss or damage the property becomes wholly un-tenable or unusable and the lease agreement requires continuation of the rent, **“We”** shall indemnify **“You”** for the actual rent payable for the unexpired term of the lease; or
- (2) If as a result of such loss or damage the property becomes partially un-tenable or unusable and the lease agreement requires continuation of the rent, **“We”** shall indemnify **“You”** proportion of the rent applicable thereto: or
- (3) If as a result of such loss or damage the lease is cancelled by the lessor pursuant to the lease agreement or by operation of law, **“We”** shall indemnify **“You”** for its Lease Interest for the first three months following such loss or damage and for its Net Lease Interest for the remaining unexpired term of the lease:
- (4) provided, however, that **“We”** shall not be liable for any increase in the amount recoverable hereunder resulting from the suspension, lapse or cancellation of any license, or from the **“You”** exercising an option to cancel the lease; or from any act or omission by **“You”** which constitutes a default under the lease, and provided further that **“You”** shall use any suitable property or service owned or controlled by **“You”** or controlled by **“You”** or obtainable from another source to reduce the loss hereunder.

The following definitions shall apply to this coverage:

- (a) Lease Interest means the excess rent for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including any maintenance or operating charges) for each month during the unexpired term of **“Your”** lease.
- (b) Net Lease Interest means that sum which placed at 8% interest compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

18. AUTOMATIC ACQUISITION AND REPORTING CONDITIONS

This “**Memorandum**” is automatically extended to insure additional property and/or its interests as described in this “**Memorandum**” which may be acquired or otherwise become at the risk of “**You**”, during the “**Memorandum Period**”, within the United States of America, subject to the values of such additional property and/or interests not exceeding \$25,000,000 or the “**Memorandum**” Limit of Liability if less than \$25,000,000 any one acquisition excluding “**Covered Automobiles,**” for which a limit of \$10,000,000 applies or the “**Memorandum**” Limit of Liability if less than \$10,000,000.

As respects Flood coverage, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V. In the event that coverage for Flood for any location situated in Flood Zones A or V is required, it is to be agreed by “**Us**” prior to attachment hereunder.

In the event of coverage being required for additional property and/or interest where the value exceeds \$25,000,000 or the Policy Limit of Liability if less than \$25,000,000 any one acquisition details of said property and/or interest are to be provided to “**Us**” for its agreement not later than one hundred and twenty (120) days from the date of said additional property and/or interest have become at the risk of “**You,**” this “**Memorandum**” providing coverage automatically for such period of time up to a maximum limit of \$100,000,000 or the “**Memorandum**” Limit of Liability if less than \$100,000,000.

“**We**” retain the right to determine the acceptability of all such property(ies). Additional premium will be calculated from the date of acquisition.

In the event that “**You**” fail to comply with above reporting provision, then coverage hereunder is sub-limited to \$25,000,000 or “**Our**” “**Memorandum**” Limit of Liability if less than \$25,000,000 any one occurrence.

Additional, or return premium due for endorsements issued during the “**Memorandum Term**”, such as those for additions or deletions of values within or greater than as that which is provided in any “Automatic Acquisition sub-limit” will be processed on an annual basis.

20. MISCELLANEOUS UNNAMED LOCATIONS

Coverage is extended to include property at locations (including buildings or structures, owned, occupied or which “**You**” are obligated to maintain insurance) located within the territorial limitations set by this “**Memorandum.**” Coverage provided by this clause is limited to any sub-limit noted in the Limit of Liability, and by terms and conditions of this “**Memorandum.**” As respects Flood coverage, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

21. ACCIDENTAL CONTAMINATION

This **“Memorandum”** is hereby extended to cover Business Interruption and Property Damage loss as a result of accidental contamination, discharge or dispersal from any source to **“Covered Property,”** including expenses necessarily incurred to clean up, remove and dispose of contaminated substances so as to restore the **“Covered Property”** to the same conditions as existed prior to loss. The coverage provided is sub-limited in the Limits of Liability section.

If such contaminated or dispersal is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles or automobiles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems whereupon this extension shall provide coverage up to full limit of liability provided by this **“Memorandum.”**

For the purposes of this Accidental Contamination clause only, the term **“Covered Property”** as covered by this **“Memorandum,”** is held to include Land (and Land Values) on which **“Covered Property”** is located whether or not the same are excluded by this **“Memorandum.”**

It is further understood and agreed that this coverage shall not override anything contained in Asbestos Clean Up and Removal in this **“Memorandum.”**

B. PROPERTY NOT COVERED

Except as for that which may be provided as an Extension of Coverage, this **“Memorandum”** does not cover:

Aircraft, Watercraft over 27 feet in length (other than watercraft held for sale by **“You”**), and rolling stock, except scheduled watercraft, and rolling stock, light rail vehicles, subway trains and related track maintenance vehicles for light rail and subway lines.

1. Standing timber, bodies of water, growing crops.
2. Land (including land on which covered property is located), and land values (except athletic fields, landscaping, artificial turf, sand traps, trees and greens).
3. Property in due course of ocean marine transit.
4. Shipment by mail after delivery into the custody of the United States Post Office.
5. Power transmission lines and feeder lines more than 1,000 feet from the **“Your”** premises unless scheduled and specifically approved by **“Us.”**
6. Underground pipes more than 1,000 feet from the **“Your”** premises unless scheduled and specifically approved by **“Us.”**

7. Unscheduled tunnels, bridges, dams, catwalks (except those not for public use), roadways, highways, streets, sidewalks, culverts, streetlights, and traffic signals, excess of the sub-limit terms provided in this **“Memorandum.”**
8. Offshore property, oilrigs, underground mines, caverns and their contents. Railroad track is excluded unless values have been reported by **“You.”**

C. LOSS PAYMENT BASIS/VALUATION

In case of loss to **“Your”** property covered hereunder, the basis of adjustment shall be as of the time and place of loss as follows:

- 1) On all real and personal property, including property of others in the care or control by **“You”** at the replacement cost (as defined below) at the time of the loss without deduction for depreciation. If property is not replaced within a reasonable period of time, then the actual cash value shall apply.
- 2) On improvements and betterments at the replacement cost at time of loss without deduction for depreciation. If property is not repaired or replaced within a reasonable period of time, then the actual cash value shall apply. If replaced or repaired by others for **“Your”** use, there shall be no liability hereunder. **“We”** agree to accept and consider the **“Member”** as sole and unconditional owner of all improvements and betterments, any contract or lease **“You”** may have made to the contrary notwithstanding.
- 3) On manuscripts, mechanical drawings, patterns, electronic data processing media, books of accounting and other valuable papers, the full replacement cost of the property at the time of loss (including expenses incurred to recreate the information lost, damaged or destroyed, except as may be limited by any separate **“Memorandum”** provision) or what it would then cost to repair, replace or reconstruct the property with other of like kind and quality. If not repaired, replace or reconstructed within a reasonable period of time, then not to exceed the cost of blank or unexposed material.
- 4) On antique, restored or historical buildings, the cost of acquisition, relocation to the site and renovation or reconstruction. In the event of a partial loss, replacement cost for antique, restored or historical buildings shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is less) the property on the same site using material of like kind and quality necessary to preserve or maintain a buildings’ historical significance without deduction for depreciation.
- 5) On property of others for which **“You”** are liable under contract or lease agreement **“Our”** liability in the event of loss is limited to **“Your”** obligation as defined in said contract or lease agreement but not to exceed the replacement cost.

- 6) On library contents, at replacement cost, or as follows, whichever is greater:

Category	Value (per item)	
Juvenile Materials	USD	49.62
Pamphlets	USD	6.38
Magazines	USD	12.87
Fiction	USD	24.00
Non-Fiction	USD	86.40
Dictionary	USD	125.75
Encyclopedia	USD	300.96
Thesaurus	USD	46.42
Reference (other)	USD	120.77
Abstracts	USD	295.74
Textbook	USD	109.54
Artbooks	USD	65.16
Film	USD	290.15
Book/Diskette	USD	109.54
Vinyl Records	USD	87.05
DVD/VHS	USD	58.03
Audio Cassette	USD	31.91
Compact Discs	USD	25.47
CD ROM	USD	41.21
Books/Audio	USD	78.05
Medical Atlas	USD	186.47
Technical Law	USD	158.24
Nanotechnology	USD	182.73
Biotechnology	USD	172.90

The above valuation is predicated on the values provided by the Library of Congress Dewey Decimal system and adjusted for inflation

The figures above do not include the “shelving cost” of each book. Therefore, the formula for adjusting a library contents loss is:

“Number of items in a category that are replaced multiplied by the valuation figure plus associated shelving costs”.

The actual cost per item in the final adjustment is to be computed as of the time and place of loss or damage.

- 7) On Vehicles, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on the 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Vehicle and/or Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by “You”, provides a valuation based on Replacement Cost (New), then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be Actual Cash Value.

- 8) Animals: The stated value as per schedule on file with “Us”.

Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals or other institutions of learning the following shall apply:

The stated value as per on file with “Us” except Research Animals shall be valued at the cost to replace with like kind and quality; including the increased value as a result of prior research or experiments performed on the animal(s), accumulated cost of care and maintenance, and the value of labor expended by research assistants and/or laboratory technicians.

- 9) Landscaping, artificial turf, sand traps, tees, putting greens and athletic fields, the actual replacement cost of sod, shrubs, sand, plants and trees; however, “Our” liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of 25 gallons per item but not to exceed \$25,000 per item.

The aforementioned valuations shall also be used for the purpose of any minimum earned premium and/or quarterly adjustments incurred.

Wherever the term “Actual Cash Value” is used as respects real property or improvements and betterment’s in this clause, or elsewhere herein, it shall mean replacement cost less depreciation.

“Replacement Cost” shall mean the cost of repairing, replacing, constructing or reconstructing (whichever is the least) the property on the same site, using new material of like kind and quality and for like occupancy without deduction for depreciation, subject to the following:

- (i) Until the property is actually repaired, replaced or reconstructed, the maximum amount recoverable shall be the actual cash value of the lost or damaged property;
- (ii) Replacement shall be affected by “You” with due diligence and dispatch;
- (iii) Replacement need not be on same site, or of same or similar construction or occupancy provided that “We” shall not be liable for any additional costs that are directly attributable to the inclusion of this provision.
- (iv) For historical buildings as more specifically defined in this Section.
- (v) In no event shall “Our” liability exceed the amount actually and necessarily expended in repairing or replacing (whichever is less) “Covered Property” or any part thereof

It is understood and agreed that as respects replacement cost, “You” shall have the option of replacement with electrical and mechanical equipment having technological advantages and/or representing an improvement in function and/or forming part of a program of system enhancement provided that such replacement can be accomplished without increasing “Our” liability. “We” shall be allowed to dispose of, as salvage, any non-proprietary property deemed unusable by “You”.

In the event “**You**” should fail to comply with any of the foregoing provisions settlement shall be made as if this Replacement Cost provision had not been in effect.

SECTION I

BUSINESS INTERRUPTION, EXTRA EXPENSE, RENTAL INCOME TAX INTERUPTION AND TUITION INCOME

Subject to the terms, conditions an exclusion stated elsewhere herein, this “**Memorandum**” provides coverage for:

A-1. COVERAGE

1. BUSINESS INTERRUPTION

Against loss resulting directly from interruption of business, services or rental income caused by direct physical loss or damage, as covered by this “**Memorandum**” to real and/or personal property insured by this “**Memorandum**,” occurring during the term of this “**Memorandum**.”

In the event of such loss or damage “**We**” shall be liable for the actual loss sustained by “**You**” for gross earnings as defined herein and rental value as defined herein resulting from such interruption of business, services, or rental value; less all charges and expense which do not necessarily continue during the period of restoration.

Due consideration shall be given to the continuation of normal charges and expense including payroll expenses to the extent necessary to resume operations by “**You**” with the same quality of services which existed immediately preceding the loss.

With respect to business interruption for power generation facilities, the coverage provided hereunder is sub-limited as stated in the Limits of Liability section.

Notwithstanding the foregoing it is hereby understood and agreed that solely as respects Universities, hospitals or other institution of learning the following shall apply:

In determining the amount of tuition income and related fees covered hereunder for the purpose of ascertaining the amount of loss sustained, due consideration shall be given to:

- (i) Tuition income and related fees which are prevented from being earned or received.
- (ii) Other income derived from:
 - a. routine and special services;
 - b. Other operating and non-operating revenues, including but not limited to:
 - i. research grants
 - ii. income under research contracts all dependent on continued operations.
- (iii) Donations and funded raising proceeds:
 - a. If a regularly scheduled fundraising drive for the sole benefit of “**You**” occurs during the

period of interruption of operations, the revenue produced by such drive shall be considered as follows in determining the amount of loss:

- (1) If the drive fails to produce an amount at least equal to the same drive in the most recent prior solicitation, the shortage, to the extent that it can be attributed to the interruption of **“Your”** operations, shall be considered as loss of income;
- (2) If the drive produces an amount equal to the same drive in the most recent prior solicitation, there shall be considered no loss of income from this source of revenue;
- (3) If the drive produces an amount larger than the drive in the most recent prior solicitation, the excess shall be applied to reduce the loss from other sources of revenue;
- (4) If the drive is cancelled or postponed, such loss of revenue shall not be considered as loss of income.

b. The following shall be disregarded in determining the amount of loss:

- (1) Donations and contributions which are a direct result of the interruption of **“Your”** Operations and are received by **“You”** during the period of interruption.
- (2) Proceeds for fund raising drives or solicitations which are for the sole benefit of **“You”** and occur as a result of interruption of **“Your”** operations.

2. EXTRA EXPENSE

This **“Memorandum”** is extended to cover the necessary and reasonable extra expenses occurring during the term of the **“Memorandum”** at any location as hereunder defined, incurred by **“You”** in order to continue as nearly as practicable the normal operation of **“Your”** business following damage to or destruction of **“Covered Property”** by a **“Covered Peril”** which is on premises owned, leased or occupied by **“You.”** In the event of such damage or destruction, **“We”** shall be liable for such necessary extra expense incurred for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed commencing with the date of damage or destruction and not limited by the date of expiration of this **“Memorandum”** (hereinafter referred to as period of restoration).

B-1. EXTENSIONS OF COVERAGE

1. INGRESS / EGRESS

This **“Memorandum”** is extended to insure the actual loss sustained during the period of time not exceeding thirty (30) days when, as a result of physical loss or damage caused by a **“Covered Peril(s)”** specified by this **“Memorandum”** and occurring at property located within a twenty (20) mile radius of

“Covered Property,” ingress to or egress from the **“Covered Property”** covered by this **“Memorandum”** is prevented. Coverage under this extension is subject to a 24-hour waiting period.

2. INTERRUPTION BY CIVIL AUTHORITY

This **“Memorandum”** is extended to insure the actual loss sustained by **“You”** as covered hereunder during the length of time, not exceeding 30 days, when as a direct result of damage to or destruction of property by **“Covered Peril(s)”** occurring at property located within a 20 mile radius of **“Covered Property”**, access to the **“Covered Property”** is specifically prohibited by order of a civil authority. Coverage under this extension is subject to a 24-hour waiting period.

3. DEMOLITION AND INCREASED TIME TO REBUILD

“We” shall, in the case of loss covered by this **“Memorandum”**, be liable also for loss to the interest covered by this **“Memorandum”**, occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair or demolition of buildings or structures and in force at the time such loss occurs, which necessitates the demolition of any portion of the described building(s) not damaged by the **“Covered Peril(s)”**. **“We”** shall also be liable for loss due to the additional period of time required for repair or reconstruction in conformity with the minimum standards of such ordinance or law of the building(s) described in the **“Memorandum”** damaged by a **“Covered Peril.”**

THE **“AUTHORITY”** SHALL NOT BE LIABLE UNDER THIS CLAUSE FOR:

- a. More than the limit of liability as shown elsewhere in this **“Memorandum”**.
- b. Any greater proportion of any loss to the interest covered by this **“Memorandum”** than the amount covered under this **“Memorandum”** on said interest bears to the total insurance and coverage on said interest, whether all such insurance contains this clause or not.

1. CONTINGENT TIME ELEMENT COVERAGE

Business interruption, rental income, tuition income and extra expense coverage provided by this **“Memorandum”** is extended to cover loss directly resulting from physical damage to property of the type not otherwise excluded by this **“Memorandum”** at direct supplier or direct customer locations that prevents a supplier of goods and/or services to the **“Member”** from supplying such goods and/or services, or that prevents a recipient of goods and/or services from the **“Member”** from accepting such goods and/or services.

2. TAX REVENUE INTERRUPTION

Except as hereinafter or heretofore excluded, this **“Memorandum”** insures against loss resulting directly from necessary interruption of sales, property or other tax revenue including, but not limited to Tribal Incremental Municipal Services Payments collected by or due the **“Member”** caused by damage or destruction to property which is not operated by the **“Member”** and which

wholly or partially prevents the generation of revenue for the account of the **“Member”**.

The **“Authority”** shall be liable for the actual loss sustained for only the length of time as would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property commencing with the date of damage to the contributing property, but not limited by the expiration date of this **“Memorandum”**.

Loss recovery after deductible shall be limited to whichever is the least of:

1. The actual loss sustained;
2. \$1,000,000 per occurrence

3. EXTENDED PERIOD OF INDEMNITY

Business interruption including rental income, tax interruption, tuition income and extra expense coverage provided by this **“Memorandum”** is extended for the additional length of time required to restore the business of the **“Member”** to the condition that would have existed had no loss occurred commencing on either;

- a. the date on which the **“Authority’s”** liability would otherwise terminate or;
- b. the date on which rebuilding, repairing or replacement of such property as has been lost, damaged or destroyed is actually completed, whichever is later.

“Our” liability under this extension shall terminate no later than the number of days indicated in the Declaration Page for this item:

4. EXPENSES TO REDUCE LOSS

This **“Memorandum”** also covers such expenses as are necessarily incurred for the purpose of reducing loss under this section (except incurred to extinguish a fire); but in no event to exceed the amount by which loss is thereby reduced.

C-1. EXCLUSIONS

1. **“We”** shall not be liable for any increase of loss which may be occasioned by the suspension, lapse, or cancellation of any lease or license, contract or order, unless such suspension, lapse, or cancellation results directly from the interruption of business caused by direct physical loss or damage covered by this **“Memorandum”** and, then the **“We”** shall only be liable for such loss as affects the **“Your”** earnings during and limited to, the period of indemnity covered under this **“Memorandum”**.

2. With respect to loss resulting from damage to or destruction of media for, or programming records pertaining to, electronic data processing or electronically controlled equipment, including data thereon, by the perils insured against, the length of time for which “We” shall be liable hereunder shall not exceed:
 - i. Thirty (30) consecutive calendar days or the time required with exercise of due diligence and dispatch to reproduce the data thereon from duplicates or from originals of the previous generation, whichever is less; or,
 - ii. the length of time that would be required to rebuild, repair or replace such other property herein described as has been damaged or destroyed, but not exceeding eighteen (18) calendar months, whichever is the greater length of time.

D-1. CONDITIONS APPLICABLE TO THIS SECTION

If the “**Member**” could reduce the loss resulting from the interruption of business:

- a. by complete or partial resumption of operation of the property whether or not ~~the~~ property be lost or damaged, or;
- b. by making use of merchandise or other property at the “**Member’s**” location or elsewhere;

such reduction shall be taken into account in arriving at the amount of the loss hereunder.

E-1. DEFINITIONS

c. GROSS EARNINGS

"Gross Earnings" is defined as the sum of:

- a. total net sales and;
- b. other earnings derived from the operation of the business
less the cost of;
- c. merchandise sold including packaging materials and;
- d. materials and supplies consumed directly in supplying the service(s) sold by the “**Member**”, and;
- e. service(s) purchased from outside (not employees of the “**Member**”) for resale that does not continue under contract.

No other cost shall be deducted in determining gross earnings.

In determining gross earnings, due consideration shall be given to the experience of the business before the date of loss or damage and the probable experience, thereafter, had no loss occurred.

In the event that Real and/or Personal Property that does not normally produce an income, sustains damage covered under this “**Memorandum**”, the actual recovery under this “**Memorandum**” shall be the continuing fixed charges and expenses directly attributable to such non-productive property.

d. MERCHANDISE

Shall be understood to mean, goods kept for sale by the “**Member**”, which are not the products of manufacturing operations conducted by the “**Member**”.

e. EXTRA EXPENSE

The term "extra expense", whenever used in this “**Memorandum**”, is defined as the excess (if any) of the total cost incurred during the period of restoration chargeable to the operation of the “**Member’s**” business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder.

f. RENTAL VALUE

The term "rental value" is defined as the sum of:

- a. the total anticipated gross rental income from tenant occupancy as furnished and equipped by the “**Member**”, and;
- b. the amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be obligations of the “**Member**”, and;
- c. the fair rental value of any portion of said property which is occupied by the “**Member**”, and;
- d. any amount in excess of a., b. and c. (above) which is an obligation due under the terms and conditions of any revenue bond, certificate of participation or other financial instrument.

In determining rental value, due consideration shall be given to the experience before the date of loss or damage and the probable experience thereafter had no loss occurred.

g. PERIOD OF RESTORATION

The period during which business interruption and or rental interruption applies will begin on the date direct physical loss occurs and interrupts normal business operations and ends on the date that the damaged property should have been repaired, rebuilt or replaced with due diligence and dispatch, but not limited by the expiration of this **“Memorandum”**.

SECTION II

GENERAL CONDITIONS

D. COVERED PERILS

Subject to the terms, conditions and exclusions stated elsewhere herein, this **“Memorandum”** provides insurance against all risk of direct physical loss or damage occurring during the period of this **“Memorandum”**.

E. EXCLUSIONS

This **“Memorandum”** does not insure against any of the following:

1. Loss or damage caused by or resulting from moths, vermin, termites, or other insects, inherent vice, latent defect, faulty materials, error in design, faulty workmanship, wear, tear or gradual deterioration, rust, corrosion, wet or dry rot, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss or damage.
2. Physical loss or damage by normal settling, shrinkage or expansion in building or foundation.
3. Delay or loss of markets (this exclusion shall be inapplicable to the extent inconsistent with any time element coverage provided elsewhere herein).
4. **“Breakdown”** to equipment owned, operated or controlled by **“You”** unless loss or damage results from a **“Covered Peril”** and then **“We”** will pay only for the ensuing loss or damage;

Notwithstanding the foregoing exclusion, **“We”** will pay for damage to **“Covered Property”** as follows:

1. Cracking of any part of an internal combustion gas turbine exposed to the products of combustion;
 2. Damage to any structure or foundation supporting the equipment owned, operated or controlled by **"You;"**
 3. Damage to any vacuum tube, gas tube or brush;
 4. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection
 5. An explosion unless the direct loss or damage is caused by an explosion of a steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or gas turbine or any other moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown;
 6. Explosion within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere;
 7. Fire or combustion explosion, including those that result in a **"Breakdown"** of equipment owned, operated or controlled by **"You"**; occur at the same time as a **"Breakdown"** of equipment owned, operated or controlled by **"You,"** or ensue from a **"Breakdown"** of equipment owned, operated or controlled by **"You;"**

so long as such damage is not caused by or as a result of wear or tear, gradual deterioration, depletion, erosion, corrosion, inherent vice, latent defect, insects, moths or vermin, unless direct physical damage or loss not otherwise excluded in this **"Memorandum"** results, and then only for the resulting damage; delay, loss of market or loss of use, interruption of business or any other consequential or indirect loss except as otherwise specifically covered under this **"Memorandum;"**
 8. dampness or dryness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, decay or other spoilage, loss of weight, rust, contamination, and change of flavor, color, texture or finish unless resulting from direct physical loss or damage to facilities owned by a public utility or other company contracted to supply natural gas, telecommunications, water electricity, or refrigeration to the **"Covered Location;"** However **"We"** will pay no more than the maximum of \$150,000 per **"Occurrence"** for **"Damages"** from a **"Breakdown"** of equipment owned, operated or controlled by **"You"** for extremes or changes of temperatures including heat, cold waves and freezing due to cold weather if direct physical damage is the result of a **"Covered Peril"**.
5. Loss or damage caused by or resulting from misappropriation, conversion, inventory shortage, unexplained disappearance, infidelity or any dishonest act on the part of the **"Member"**, its employees or agents or others to whom the property may be entrusted (bailees and carriers for hire excepted) or other party of interest.

6. Loss or damage caused by or resulting from electrical injury or disturbance from artificial causes to electrical appliances, devices of any kind or wiring, unless physical loss or damage not otherwise excluded herein ensues and then only for such ensuing loss. This exclusion does not apply to dataprocessing equipment or media.
7. Loss or damage to personal property resulting from shrinkage, evaporation, loss of weight, leakage, breakage of fragile articles, marring, scratching, exposure to light or change in color, texture or flavor, unless such loss is caused directly by fire or the combating thereof, lightning, windstorm, hail, explosion, strike, riot, or civil commotion, aircraft, vehicles, breakage of pipes or apparatus, sprinkler leakage, vandalism and malicious mischief, theft, attempted theft, flood or earthquake shock.
8. Loss or damage caused by rain, sleet or snow to personal property in the open (except in the custody of carriers or bailees for hire).
9. Loss caused directly or indirectly, by:
 - a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 1. by any government or sovereign power (de jure or de facto), or by any Authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
 - b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental Authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
10. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
 - a. If fire not otherwise excluded results, the “**Authority**” shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
 - b. This “**Memorandum**” does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Named Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor

any new or used nuclear fuel on the “**Member**” premises.

11. As respects course of construction, the following exclusions shall apply:
 - a. The cost of making good: faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.
 - b. The cost of non-compliance of, or delay in completion of contract.
 - c. The cost of non-compliance with contract conditions.
 - d. Contractors' equipment or tools not a part of or destined to become a part of the installation.
12. Loss or damage caused by Earthquake Shock unless a limit is shown in this “**Memorandum**”.
13. Loss or damage caused by Flood unless a limit is shown in this “**Memorandum**”.
14. Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
 - a. the recognition, interpretation, calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times, by any computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the “**Member**” or not; or
 - b. any change, alteration, correction or modification involving one or more dates or times, to any such computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the “**Member**” or not.

Except as provided in the next paragraph, this Electronic Date Recognition Clause shall apply regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

If direct physical loss or damage not otherwise excluded by this “**Memorandum**” results, then subject to all its terms and conditions, this “**Memorandum**” shall be liable only for such resulting loss or damage. Such resulting loss or damage shall not include physical loss or damage to data resulting directly from a) or b) above, nor the cost, claim or expense, whether preventative, remedial, or otherwise, arising out of or relating to any change, alteration,

correction or modification relating to the ability of any damaged computer system, hardware, program or software, or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment to recognize, interpret, calculate, compare, differentiate sequence or process any data involving one or more dates or times.

15. Loss or damage in the form of, caused by, arising out of, contributed to, or resulting from fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;

- n. fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
- b. mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s); unless directly resulting from other direct physical loss or damage to **“Covered Property”** not excluded during the term of this **“Memorandum”**
- c. spores mean any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

regardless of any other cause or event that contributes concurrently or in any sequence to such loss.

This exclusion shall not apply to any loss or damage in the form of, caused by, contributed to or resulting from fungus, mold(s), mildew or yeast, or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast which the **“Member”** establishes is a direct result of a **“Covered Loss”** not otherwise excluded by the **“Memorandum”**, provided that such fungus, mold(s), mildew or yeast loss or damage is reported to the **“Authority”** within twelve months from the expiration date of the **“Memorandum”**. Notwithstanding Section II, Item I., Other Insurance, coverage provided under this paragraph shall apply as primary. Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the **“Memorandum”** other than as above stated.

16. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
17. The following additional exclusions apply to animals covered under this **“Memorandum”**:
- a. Death of any animal(s) from natural causes.
 - b. Death of any animal(s) that dies from an unknown cause unless:
 - i. upon the death of such animal a post-mortem examination conducted on the animal by a licensed veterinarian, and if
 - ii. the veterinarian's post-mortem report shows the cause of death to clearly fall within the

coverages of this **“Memorandum”**.

- c. Death of any animal(s) as a result of surgical operation, including inoculation, unless the necessity for same arises from a loss otherwise covered by this **“Memorandum”**.
 - d. The death or destruction of any animal(s) caused by, resulting from, or made necessary by physical injury caused by or resulting from the activities of the injured animal or other animals unless such death or destruction is the result of a loss otherwise covered by this **“Memorandum”**.
 - e. The death of any animal(s) caused directly or indirectly by the neglect or abuse of the **“Member”**, his agent, employees or bailees (carriers for hire excepted) unless such death is a result of a loss otherwise covered by this **“Memorandum”**.
 - f. The loss by death of any animal(s) as a result of parturition or abortion.
 - g. Loss resulting from depreciation in value caused by any animal(s) covered hereunder becoming unfit for or incapable of filling the function or duties for which it is kept, employed or intended unless such depreciation is a result of a loss otherwise covered by this **“Memorandum”**.
 - h. Loss by destruction of any animal(s) on the order of the federal or any state government, or otherwise as a result of having contracted or been exposed to any contagious or communicable disease.
 - i. The removal or disposal of the remains of any animal(s) or the expense thereof unless such removal or disposal is the result of a loss otherwise covered by this **“Memorandum”**.
 - j. The loss of any animal(s) that has been unnerved (the term "unnerved" to be considered as meaning the operation of neurotomy for lameness).
 - k. Any claim consequent upon delay, deterioration, or loss of use or loss of market arising from an event covered by this **“Memorandum”**.
18. Loss, damage, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever. Except as provided in Coverage A: Property Coverage, A. Extension of Coverage, 21. Accidental Contamination.

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or Indirectly from seepage and/or pollution and/or contamination, any loss or damage covered under this Policy arising directly from that fire shall (subject to the terms, conditions and limitations of the **“Memorandum”**) be covered.

However, if the covered property is the subject of direct physical loss or damage for which the **“Authority”** has paid or agreed to pay, then this **“Memorandum”** (subject to its terms, conditions and limitations) insures against direct physical loss or damage to the property covered hereunder caused by resulting seepage and/or pollution and/or contamination.

The **“Member”** shall give notice to the **“Authority”** of intent to claim NO LATER THAN TWELVE (12) MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR DAMAGE.

Notwithstanding the provisions of the preceding exclusions or any provision respecting seepage and/or pollution and/or contamination, and/or debris removal and/or cost of cleanup in the **“Memorandum”** in the event of direct physical loss or damage to the property covered hereunder, this **“Memorandum”** (subject otherwise to its terms, conditions and limitations, including but not limited to any applicable deductible) also insures, within the sum covered:

- (a) expenses reasonably incurred in removal of debris of the property hereunder destroyed or damaged from the premises of the **“Member”**; and/or;
- (b) cost of clean up at the premises of the **“Member”** made necessary as a result of such direct physical loss or damage;

PROVIDED that this **“Memorandum”** does not insure against the costs of decontamination or removal of water, soil or any other substance on or under such premises.

19. Authorities Exclusion:

Fines, penalties or cost incurred or sustained by the **“Member”** or imposed on the **“Member”** at the order of any Government Agency, Court or other Authority, in connection with any kind or description of environmental impairment including seepage or pollution or contamination from any cause.

20. The following exclusion applies to Terrorism:

Any act of terrorism. An act of terrorism means an act, including but not limited to the use of the force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This **“Memorandum”** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the paragraph above.

If the **“Authority”** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **“Member”**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. All other terms and conditions remain unaltered.

C-1. STATUTES

If any of the articles of this **“Memorandum”** conflict with the laws or statutes of any jurisdictions in which this **“Memorandum”** applies this **“Memorandum”** is amended to conform to such laws or statutes.

D-1. TERRITORIAL LIMITS

This **“Memorandum”** insures Real and Personal Property within the United States of America. Personal Property is extended to Worldwide coverage. The coverage provided by this clause for Personal Property is sub-limited to \$100,000 USDS.

E-1. REINSTATEMENT

Any reduction in the amount insured hereunder due to payment of any loss or losses shall be automatically reinstated for the balance of the term of this contract except as respects to the perils of Earthquake Shock and Flood.

F-1. FREE ON BOARD (F.O.B.) SHIPMENTS

The “**Authority**” shall be liable for the interest of the “**Member**” at sole option of the “**Member**”, the interest of the consignee in merchandise, which has been sold by the “**Authority**” under terms of F.O.B. point of origin or other terms usually regarded as terminating shippers' responsibility short of point of delivery.

G-1. BREACH OF CONDITIONS

If any breach of a clause, condition or warranty of this “**Memorandum**” shall occur prior to a loss affected thereby under this “**Memorandum**”, such breach shall not void the “**Memorandum**” nor avail the “**Authority**” to avoid liability unless such breach shall exist at the time of such loss under this contract or “**Memorandum**” and be a contributing factor to the loss for which claim is presented hereunder, it being understood that such breach of clause or condition is applicable only to the property affected thereby. Notwithstanding the foregoing, if the “**Member**” establishes that the breach, whether contributory or not, occurred without its knowledge or permission or beyond its control, such breach shall not prevent the “**Member**” from recovering under this “**Memorandum**”.

H-1. PERMITS AND PRIVILEGES

Anything in the printed conditions of this “**Memorandum**” to the contrary notwithstanding, permission is hereby granted:

1. to maintain present hazards and hazards which are consistent with the current operation of insured facilities;
2. to make additions, alterations, extensions, improvements and repairs, to delete, demolish, construct and reconstruct, and also to include all materials, equipment and supplies incidental to the foregoing operations of the property covered hereunder, while in, on and/or about the premises or adjacent thereto;
3. for such use of the premises as usual and/or incidental to the business as conducted therein and to keep and use all articles and materials usual and/or incidental to said business in such quantities as the exigencies of the business require;
4. to be or become vacant or unoccupied. If a building becomes vacant or unoccupied, notice is to be given to the “**Authority**” prior to the one-hundred twentieth (120th) consecutive day of vacancy or lack of occupancy. The giving, or failure to give such notice will not constitute a condition precedent to the “**Authority**’s” liability, but the “**Member**” shall make a reasonable effort to comply with such requirement.

This “**Memorandum**” shall not be prejudiced by:

1. any error in stating the name, number, street, or location of any building(s) and contents covered hereunder, or any error or omission involving the name or title of the “**Member**”;
2. any act or neglect of the owner of the building, if the “**Member**” hereunder is not the owner, or of any occupant of the within described premises other than the “**Member**”, when such

act or neglect is not within the control of the **“Member”**, named herein; or

3. by failure of the **“Member”** to comply with any of the warranties or conditions endorsed hereon in any portion of the premises over which the **“Member”** has no control.

I-1. PROTECTIVE SAFEGUARDS

The **“Member”** shall exercise due diligence in maintaining in complete working order all protective safeguard equipment and services.

J-1. ARBITRATION OF VALUE

In case the **“Member”** and the **“Authority”** shall fail to agree as to the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraisers selected. The appraiser shall first select a competent and disinterested umpire, and failing to agree upon such umpire, then, on request of the **“Member”** or the **“Authority”** such umpire shall be selected by judge of a court of record in the state in which the property covered is located.

The appraisers shall as soon as practicable, appraise the loss stating separately the loss of each item and failing to agree, shall submit their differences only to the umpire. An award in writing so itemized, of any two appraisers when filed with the **“Authority”** shall determine the amount of loss. The party selecting him shall pay each appraiser and the expenses of appraisal and umpire shall be paid by the parties equally.

K-1. PROOF OF LOSS

“You” shall render a signed and sworn proof of loss as soon as practical after the occurrence of a loss, stating the time, place and cause of loss, the interest of **“You”** and of all others in the property, the value thereof and the amount of loss or damage thereto.

L-1. SUROGATION

In the event of any loss payment under this **“Memorandum”**, **“We”**, shall be subrogated to all **“Your”** rights of recovery thereof against any person or organization and **“You”** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

As respects subrogation it is agreed that, after expenses incurred in subrogation are deducted, **“You”** and the **“Authority”** shall share proportionately to the extent of their respective interests as determined by the amount of their net loss. Any amount thus found to be due to either party from the other shall be paid promptly.

Notwithstanding the above wording, the **“Member”** has the right to enter into an agreement that releases or waives the **“Members”** right to recovery against third parties responsible for the loss if made before the loss occurred.

O-1. ABANDONMENT

There shall be no abandonment to the **“Authority”** of any property.

P-1. ASSIGNMENT

Assignment or transfer of this **“Memorandum”** shall not be valid except with the written consent of the **“Authority”**.

Q-1. SALVAGE

When, in connection with any loss hereunder, any salvage is received prior or subsequent to the payment of such loss, the loss shall be figured on the basis on which it would have been settled had the amount of salvage been known at the time the loss was originally determined. The salvage value will be deducted from the claim or returned to the **“Authority”**.

F. LIMITS OF LIABILITY:

“We” will not pay more than the following **“Limits of Liability”** for loss or damage arising from any one **“Occurrence.”**

A) \$750,000,000 per **“Occurrence”** regardless of the number of **“Covered Locations”** or types of coverage involved, subject to the following sub-limits which shall not operate to increase this per **“Occurrence”** limit of liability. When a sublimit is designated as an **“Annual Aggregate,”** that is the maximum **“Limit of Liability”** **“We”** will pay during the **“Term”** of the **“Memorandum”** regardless of the number of **“Occurrences,”** **“Covered Locations”** and/or types of coverage involved.

1. \$100,000,000 per **“Occurrence”** and in the **“Annual Aggregate”** limit for **“Flood”** loss occurring outside of Flood Zone A and V. Flood Zones are mapped by the Federal Emergency Management Agency (FEMA). All **“Flood”** loss that occurs within any 168 hour period will constitute a single **“Flood”** **“Occurrence.”** The expiration of the **“Term”** of this **“Memorandum”** will neither reduce or increase the 168 hour period.
2. \$50,000,000 per **“Occurrence”** and in the **“Annual Aggregate”** limit for **“Flood”** loss occurring within Flood Zone A and V locations. Flood Zones are mapped by the Federal Emergency Management Agency (FEMA). Flood Zone A and V correspond to areas within a 100-year flood zone. All **“Flood”** loss that occurs within any 168 hour period will constitute a single **“Flood”** **“Occurrence.”** The expiration of the **“Term”** of this **“Memorandum”** will neither reduce or increase the 168 hour period.
3. \$100,000,000 per **“Occurrence”** and in the **“Annual Aggregate”** limit per **“Occurrence”** for **“Earthquake.”** All **“Earthquake”** shocks which occur within any 168-hour period will constitute a single **“Occurrence.”** The expiration of the **“Term”** of this **“Memorandum”** will neither reduce or increase the 168-hour period.

4. \$50,000,000 limit per **“Occurrence”** for Extra Expense.
5. \$25,000,000 limit per **“Occurrence”** for Increased Cost of Construction due to the enforcement of building codes/ordinance or law.
6. \$25,000,000 limit per **“Occurrence”** for **“Valuable Papers and Records.”**
7. \$25,000,000 limit per **“Occurrence”** for property-in-transit within the **“Covered Territory”** specified in this **“Memorandum.”**
8. \$1,000,000 Limit per **“Occurrence”** for Loss of Rental and Other Income.
9. \$500,000 Limit per **“Occurrence”** for Tanks, Flues, Drains and Pipes. **“We”** only pay for such loss when directly caused by fire or explosion.
10. \$500,000 Limit per **“Occurrence”** for Air Supported Structures and the contents thereof.
11. \$1,000,000 Limit per **“Occurrence”** for landscaping, trees, shrubs, plants, greens and athletic fields and further subject to \$25,000/25 gallon maximum per item.
12. \$500,000 Limit per **“Occurrence”** for Ingress and Egress coverage.
13. \$3,000,000 Limit per **“Occurrence”** for Contingent Business Interruption.
14. \$500,000 Limit per **“Occurrence”** for **“Leased Equipment.”**
15. \$25,000,000 Limit per **“Occurrence”** for new locations of existing **“Members.”** Additionally, there is automatic coverage for new locations of value greater than \$25,000,000 up to \$100,000,000 for 90 days from date of acquisition. If values are not reported within 90 days from the date of acquisition, the maximum sublimit of \$25,000,000 will apply.
16. \$500,000 Limit per **“Occurrence”** for loss or damage from mold or other fungi, bacteria, wet rot, dry rot, bacteria or mildew which has directly resulted from direct physical damage caused by one or more **“Covered Perils.”** The maximum total limit provided by this coverage extension is \$500,000 per **“Occurrence,”** regardless of the number or type of **“Covered Perils”** involved, the number of **“Covered Locations”** to which this coverage extension applies, or the number or types of mold or other fungi, wet or dry rot, bacteria or mildew.
17. \$250,000,000 **“Annual Aggregate”** for direct physical loss or damage for **“Terrorism.”** This **“Limit of Liability”** combines coverages for Property Damage, Contingent Business Interruption, Loss of Rental and other Income and Extra Expense. There is an additional \$550,000,000 **“Limit of Liability”** applicable to all insureds of **“PEPIP.”**

18. \$25,000,000 Limit per **“Occurrence”** for off premises Services Interruption.

G. DEDUCTIBLES AND EXCESS INSURANCE:

All losses, damages or expenses arising out of anyone **“Occurrence”** shall be adjusted as one loss, and of the total amount of such adjusted loss **“We”** will pay the following maximum amount:

\$1,000,000 for loss from all perils, except hail. A \$ 2,500,000 per **“Occurrence”** maximum applies for the peril of hail and wind. Property losses in excess of these limits are covered by excess insurance.

Property losses are also subject to **“Member”** deductibles which is outlined below and in the **“Authority’s Summary of Coverage”** for each **“Term”** of the **“Memorandum.”** Where a **“Member”** assumes liability for property coverage under a construction or renovation contract, the contractor shall be responsible for payment of the first \$1,000 of each **“Occurrence.”** The **“Member”** shall pay the remainder of the deductible, up to the maximum amount stated in the **“Authority’s Summary of Coverage.”**

“Member” Deductible Schedule

Each **“Member”** is assigned a building deductible based on the **“Member’s”** total appraised building values. The annual Budget Notice provides the **“Member”** with the recent appraised value. All losses, damages or expenses arising out of anyone **“Occurrence”** shall be considered as one loss, and the following deductibles shall be applied to the total of the loss regardless of the number of buildings that incur damage.

[DISTRICT, CHARTER SCHOOLS & ALL OTHER ENTITIES] (excluding Higher Education)

Building Values	Deductible	Maximum Out of Pocket Deductible	Contents Deductible
\$10 Million and Under	\$1,000	\$4,000	\$750
\$10 to \$20 Million	\$2,500	\$10,000	\$750
\$20 to \$50 Million	\$5,000	\$20,000	\$750
\$50 to \$100 Million	\$10,000	\$40,000	\$750
\$100 to \$200 Million	\$15,000	\$60,000	\$750
\$200 Million and Above	\$25,000	\$100,000	\$750
If there is a combination of building damage and contents damage, only the higher deductible shall be charged. Once the Out of Pocket deductible has been reached, the building deductible will default to \$750 per occurrence for the remainder of the “Term” of the “Memorandum” .			

[HIGHER EDUCATION]

Building Values	Deductible	Maximum Out of Pocket Deductible	Contents Deductible
\$10 Million and Under	\$1,000	\$4,000	\$750
\$10 to \$20 Million	\$2,500	\$10,000	\$750
\$20 to \$50 Million	\$2,500	\$20,000	\$750
\$50 to \$100 Million	\$2,500	\$40,000	\$750
\$100 to \$200 Million	\$2,500	\$60,000	\$750
\$200 Million and Above	\$2,500	\$100,000	\$750
If there is a combination of building damage and contents damage, only the higher deductible shall be charged. Once the Out of Pocket deductible has been reached, the building deductible will default to \$750 per occurrence for the remainder of the “ Term ” of the “ Memorandum ”.			

H. OTHER COVERAGE:

R-1. OTHER INSURANCE:

Permission is hereby granted to the “**Member**” to carry more specific insurance on any property covered under this **Memorandum**. This **Memorandum** shall not attach or become insurance upon any property which at the time of loss is more specifically described and covered under any other policy form until the liability of such other insurance has first been exhausted and shall then cover only the excess of value of such property over and above the amount payable under such other insurance, whether collectible or not. This **Memorandum**, subject to its conditions and limitations, shall attach and become insurance upon such property as respects any peril not covered by such other insurance and not otherwise excluded herein.

In the event of a loss that is covered by other insurance, wherein this **Memorandum** is excess of any amount paid by such other insurer, the other insurance shall be applied to the deductible amount stated elsewhere. Should the amount paid by such other insurance exceed these deductibles, no further deductibles shall be applied under this “**Memorandum**”.

This “**Memorandum**” provides the terms of coverage for the “**Authority’s**” self-insured layer and its provisions prevail, **within the self-insured layer**, over all provisions of excess coverages or individual policies purchased by the “**Authority**” for losses that may also be covered by this “**Memorandum**.”

S-1. RIGHT TO REVIEW RECORDS FOLLOWING AN INSURED LOSS

The “**Member**” as often as may be reasonably required, shall submit and so far as within their power, cause all other persons interested in the property or employees to submit to examination under oath by any person named by “**Us**” relative to any and all matters in connection with a claim, and produce for examination all books of account, bills, invoices and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by “**Us**” or “**Our**” representatives and shall permit extracts and copies thereof to be made.

T-1. CONCEALMENT AND FRAUD

This entire **“Memorandum”** shall be void, if whether before or after a loss, the **“Member”** has willfully concealed or misrepresented any material facts or circumstance concerning this **“Memorandum”** of the subject thereof, or the interest of the **“Member”** therein, or in case of any fraud or false swearing by the **“Member”** relating thereto.

U.1 SUIT AGAINST THE “AUTHORITY”

No suit, action or proceeding for the recovery of any claim under this **“Memorandum”** shall be sustainable in any court of law or equity unless the **“Member”** shall have complied with all the requirements of this **“Memorandum”**, nor unless the suit is commenced within twelve (12) months after the date that the **“Authority”** has made its final offer of settlement or denial of the loss. However, that if under the laws of the jurisdiction in which the property is located such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such jurisdiction.

V-1. JOINT LOSS ADJUSTMENT – EQUIPMENT BREAKDOWN

In the event of damage to or destruction of property, at a location designated in this **Memorandum”** and also designated in an Equipment Breakdown policy, and there is a disagreement between the **“Us”** and the **“Member”** with respect to:

- (1) Whether such damage or destruction was caused by a peril covered against by this **“Memorandum”** or by an accident covered against by such Equipment Breakdown insurance policy(ies) or;
- (2) The extent of participation of this **“Memorandum”** and of such Equipment Breakdown insurance policy in a loss that is covered against, partially or wholly, by one or all of said policy(ies)/ **“Memorandum”**.

“We” shall, upon written request of the **“Member”**, pay to the **“Member”** one-half of the amount of the loss which is in disagreement, but in no event more than **“We”** would have paid if there had been no Equipment Breakdown insurance policy(ies) in effect, subject to the following conditions:

- (1) The amount of loss which is in disagreement after making provisions for any undisputed claims payable under the said policy/”**Memorandum”** and after the amount of the loss is agreed by the **“Member”** and the Equipment Breakdown Insurer and **“Us”** is limited to the minimum amount remaining payable under either the Equipment Breakdown insurance policy and the **“Memorandum”**.
- (2) The Equipment Breakdown insurer(s) shall simultaneously pay to the **“Member”**, one-half of the said amount, which is in disagreement.

- (3) The payments by “Us” and acceptance of the same by the “Member” signify the agreement of the “Authority” to submit to and proceed with arbitration within ninety (90) days of such payments:

The arbitrators shall be three (3) in number, one of whom shall be appointed by the Equipment Breakdown insurer(s) and one of whom shall be appointed by “Us” hereon and the third appointed by consent of the other two, and the decision by the arbitrators shall be binding on “Us” and the “Member” and that judgment upon such award may be entered in any court of competent jurisdiction.

- (4) The “Member” agrees to cooperate in connection with such arbitration but not to intervene therein.
- (5) This agreement shall be null and void unless the Policy of the Equipment Breakdown Insurer is similarly endorsed.

In no event shall “We” or the Insurer be obligated to pay more than their total single limit.

W-1. LENDERS LOSS PAYABLE

The following provisions (or equivalent) apply as required by "mortgages" and "lenders" to whom certificates of coverage have been issued.

1. Loss or damage, if any, under this “Memorandum”, shall be paid to the Payee named on this “Memorandum”, its successors and assigns, hereinafter referred to as "the Lender", in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
2. The insurance under this “Memorandum”, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended:
 - (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto;
 - (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this “Memorandum” by virtue of any mortgage or trust deed;
 - (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this “Memorandum”, including any and all riders now or hereafter attached thereto, by the “Member”, the borrower, mortgagor, truster, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this “Memorandum” or of any rider or endorsement attached thereto would invalidate

or suspend the insurance as to the **“Member”**, excluding here from, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the **“Member”** to pay any premium or additional premium which shall be or become due under the terms of this **“Memorandum”** or on account of any change in occupancy or increase in hazard not permitted by this **“Memorandum”**, the **“Authority”** agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by the **“Authority”** of the failure of the **“Member”** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the **“Authority’s”** demand in writing therefore. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever the **“Authority”** shall pay to the Lender any sum for loss or damage under this **“Memorandum”** and shall claim that as to the **“Member”** no liability therefore exists, the **“Authority”**, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the **“Member”**, whether secured or unsecured, (with refund of all interest not accrued), and the **“Authority”**, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, the **“Authority”** shall be liable under this **“Memorandum”** as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the **“Member”** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate the **“Authority”** (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. The **“Authority”** reserves the right to cancel this **“Memorandum”** at any time, as provided by its terms, but in such case this **“Memorandum”** shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This **“Memorandum”** shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss there under payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8 Should legal title to and beneficial ownership of any of the property covered under this **“Memorandum”** become vested in the Lender or its agents, insurance under this **“Memorandum”** shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the **“Member”** under the terms and conditions of this **“Memorandum”** and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- 9 All notices herein provided to be given by the **“Authority”** to the Lender in connection with this **“Memorandum”** and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the **“Memorandum”**.

X-1. SEVERAL LIABILITY NOTICE

“Our” obligations under this **“Memorandum”** are several, not joint and are limited solely to the extent of **“Our”** individual limits of coverage. **“We”** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Y-1. LOSS PAYABLE PROVISIONS

A. LOSS PAYABLE

For covered property in which both the **“Member”** and a Loss Payee have an insurable interest, **“We”** will:

1. Adjust losses with the **“Member”**, and;
2. Pay any claim for loss or their damage jointly to the **Member”** and the Loss Payee, as interests may appear.

B. LENDER’S LOSS PAYABLE

1. The Loss Payee is a creditor, including a mortgage holder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements or;
 - e. Mortgages, deeds of trust or security agreements.
2. For Covered Property in which both the **“Member”** and a Loss Payee have an insurable interest:
- f. **“We”** will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - g. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - h. If **“We”** deny the **“Member’s”** claim because of the **“Member’s”** act or because the **“Member”** has failed to comply with the terms of the **“Memorandum”** Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (I) Pays any premium due under this Coverage Part at our request if the **“Member”** has failed to do so;
 - (II) Submits a signed, sworn proof of loss within ninety (90) days after receiving notice from us of the **“Member’s”** failure to do so, and;
 - (III) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- i. If **“We”** pay the Loss Payee for any loss or damage and deny payment to the **“Member”** because of the **“Member’s”** acts or because the **“Member”** has failed to comply with the terms of this **Memorandum Coverage Part**:
 - (I) The Loss Payee's rights will be transferred to us to the extent of the amount the **“Authority”** pays and;
 - (II) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, **“We”** may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, the **“Member”** will pay the **Member’s** remaining debt to **Us**.

3. If **“We”** cancel this **“Memorandum”**, **“We”** will give written notice to the Loss Payee at least:
- a. Ten (10) days before the effective date of cancellation if **“We”** cancel for the **“Member’s”** non-payment of premium or;

- b. Thirty (30) days before the effective date of cancellation if “**We**” cancel for any other reason.
- 4. If “**We**” elect not to renew this “**Memorandum**”, **We** will give written notice to the Loss Payee at least ten (10) days before the expiration date of this **Memorandum**”.

C. CONTRACT OF SALE

- 1. The Loss Payee is a person or organization the “**Member**” has entered a contract with for the sale of “**Covered Property**”.
- 2. For “**Covered Property**” in which both the “**Member**” and the Loss Payee have an insurable interest, “**We**” will:
 - a. Adjust losses with the “**Member** Insured and;
 - b. Pay any claim for loss or damage jointly to the “**Member**” and the Loss Payee, as interests may appear.

- 3. The following is added to the OTHER INSURANCE Condition:

For Covered Property that is the subject of a contract of sale, the word “**Member**” includes the Loss Payee.

D. ELECTRONIC DATA

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the “**Memorandum**” or any endorsement thereto, it is understood and agreed as follows:

- a. This “**Memorandum**” does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes program, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b. However, in the event that a **“Peril”** listed below results from any of the matters described in paragraph a) above, this **“Memorandum”**, subject to all its terms, conditions and exclusions will cover physical damage occurring during the **Memorandum** period to property insured by this **“Memorandum”** directly caused by such listed peril.

Listed Perils: Fire, Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this **“Memorandum”** or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this **“Memorandum”** suffer physical loss or damage insured by this **“Memorandum”**, then the basis of valuation shall be the cost to repair, replace or restore such media to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any ELECTRONIC DATA contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts incurred by the **“Member”** in recreating, gathering and assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this **“Memorandum”** does not insure any amount pertaining to the value of such ELECTRONIC DATA to the **“Member”** or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

I. GENERAL DEFINITIONS

1. **“Authority”** means the New Mexico Public School Insurance Authority and its employees and authorized representatives.
2. **Actual Cash Value** means replacement cost new less depreciation.
3. **Annual Aggregate** means a “Limit of Liability” up to which **“We”** will pay during each Term” of this **“Memorandum”** regardless of the number of claims submitted.
4. **Automobile,” “Automobiles”** means a land motor vehicle of a private passenger type or of a commercial type used for the transportation of passengers, the delivery of goods or

for any other business purpose directly related to the operation of the **“Member,”** including equipment permanently attached thereto. An **“Automobile”** does not include any motor vehicle owned by or registered in the name of any employee, volunteer, officer, or board member, of a **“Member,”** or any motor vehicle insured elsewhere for physical damage coverage.

5. **“Breakdown”** means the following direct physical loss that causes physical damage to any of the following owned, operated or controlled by **“You”**:
 - a. Equipment designed and built to operate under internal pressure or vacuum other than weight of contents except the furnace and the gas passages from any boiler or fired vessel to the atmosphere,
 - b. Communication equipment and Computer equipment but does not include electronic data or media,
 - c. Fiber optic cable, or
 - d. Any other electrical or mechanical equipment that is used in the generation, transmission or utilization of energy, caused by electrical failure including arcing; failure of pressure or vacuum equipment; or mechanical failure including rupture or bursting caused by centrifugal force.
6. **“Computer Operations”** means computer hardware of any kind, computer networks and networking equipment, **“Computer Programs,”** electronic data processing media, **“Electronic Data,”** operating systems, media microchips, microprocessors, integrated circuits or similar devices, firmware, software, servers, websites, and all input, output processing, storage and off-line media libraries.
7. **“Computer Programs”** means recorded instructions, whether digital or otherwise, for the processing, collecting, transmitting, recording, retrieval or storage of **“Electronic Data.”**
8. **“Computer Virus”** means any corrupting, harmful or otherwise unauthorized instructions or code, including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network. **“Computer Virus”** includes, but is not limited to, “Trojan Horses,” “worms” and time or logic bombs.
9. **“Contaminant,” “Contamination,” “Contaminated:”** See definition of **“Pollutants,” “Pollution,” “Polluted.”**

10. **“Coverage Territory”** means the **“Member’s”** premises, and for property in transit anywhere in the United States of America, Puerto Rico and Canada. Certain specified coverages may apply as well to other locations as specified in this **“Memorandum.”**
11. **“Covered Location”** means a **“Member’s”** premises as listed in the **“Authority’s”** most recent building appraisal and any new properties acquired since the **“Authority’s”** most recent building appraisal.
12. **“Covered Peril”** means any cause of direct physical loss or damage except those excluded under the terms of this **“Memorandum.”**
13. **“Covered Property”** means all **“Real Property”** and **“Personal Property”** except that which is excluded under the terms of this **“Memorandum.”**
14. **“Date of Loss”** means the time at which an event or casualty causing loss or damage occurs.
15. **“Earthquake”** means any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. The **“Member”** may elect the moment from which each of the aforesaid periods of one hundred sixty-eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

“We” shall not be liable for any loss caused by an earthquake shock occurring before the effective date and time of this **“Memorandum”**. **“We”** will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this **Memorandum”** provided that the first earthquake shock loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of this **“Memorandum”**.

In the event of there being a difference of opinion between the **“Member”** and **“The Authority”** as to whether or not all earthquake shock losses sustained by the **“Member”** during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single earthquake shock, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term earthquake shock is defined as any natural or man-made earth movement (except mudslide or mud flow caused by accumulation of water on or under the ground) caused by earthquake, volcanic action, landslide, subsidence or tsunami including also volcanic eruption, meaning eruption, explosion, or effusion of a volcano.

16. **“Electronic Data”** means data, information and knowledge recorded or transmitted in a form usable by **“Computer Programs,”** microchips, integrated circuits or similar devices in non-computer equipment which can be stored on electronic data processing media, including but not limited to, hard or floppy disks, CD-ROMs, tapes, drives, cells and other data processing devices.
17. **“Employee” or “Employees” means:**
- 1) Any natural person:
 - a. while in **“Your”** service;
 - b. whom **“You”** compensate directly by salary or Wages; and
 - c. whom **“You”** have the right to manage the work, direct the work and control the work while performing services for **You.”**
 - 2) Any natural person:
 - a. who is a non-compensated officer or elected or appointed official in service to **“You;”** or
 - b. who is a director or trustee in service to **“You”** while performing acts coming within the scope of their usual duties for **“You.”**
 - c. **Any natural person who is:**
 - a. a “regular volunteer” pursuant to 6.50.18 NMAC in service to **“You.”**

18. **“Expiration”** means the termination of this **“Memorandum”** at the end of the **“Term.”**

19. **“Flood”** means the general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation of run-off of surface waters from any source; mud-slide or mud-flow proximately caused by flooding; the accumulation of water underground or water which backs up through sewers, drains or sumps.

Each loss by flood shall constitute a single loss hereunder;

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;

2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance;

such flood shall be deemed to be a single occurrence within the meaning of this **“Memorandum”**.

Should any time period referred to above extend beyond the expiration date of this **“Memorandum”** and commence prior to expiration, **“We”** shall pay all such flood losses occurring during such period as if such period fell entirely within the term of this **“Memorandum”**.

“We” shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of this **“Memorandum”** or commencing after the expiration date and time of this **“Memorandum”**.

The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.

- i. Flood zones A and V as referenced in this **“Memorandum”** are defined by FEMA as being inclusive of all 100-year high risk flood areas. A one-hundred-year flood is a flood event that has a 1% probability of occurring in any given year.

20. “Limit of Liability,” means the maximum amount **“We”** will pay for claims as specified in detail in Section 6 of this **“Memorandum.”**

21. “Member:” means all participating School Districts, Charter Schools, Regional Education Cooperatives and Post-Secondary Institutions, as listed in Schedule (A) attached hereto and made part of this **“Memorandum.”**

22. “Memorandum of Coverage” means the New Mexico Public School Insurance Authorities written description of insurance for certain property related risks of its **“members”**.

23. “Occurrence” means all covered loss, damage or sequence of losses or damages, casualties or disasters arising from a single event or accident. With respect to the perils of **“Earthquake”** and **“Flood,”** one event shall be construed to include all losses arising during a continuous period of 168 hours. Except where the **“Limit of Liability”** is indicated as being an **“Annual Aggregate,”** loss under this **“Memorandum”** shall not reduce the stated **“Occurrence”** limits.

24. “Personal Property” means Property other than **“Real Property”** including: furniture, fixtures, machinery, equipment, stock, computers and office machinery, **“Your”** interest in as a tenant in improvements and betterments to leased premises and leased personal property which **“You”** have a contractual responsibility to provide property coverage for.

25. “Personal Property of Others” means any property (other than Real Property) belonging to others for which a **“Member”** has assumed liability. This includes but is not limited to:

Articles of Clothing
Jewelry
Sound Equipment
Fine Arts (up to the sub-limit of unscheduled fine arts)
EDP Media & Hardware
Valuable Papers
Portable Electronic Equipment
Employee Tools

- 25. “Pollutants,” “Pollution,” “Polluted”** means any solid, liquid, gaseous or thermal irritant or **“Contaminant”** including, but not limited to asbestos, smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **“Pollutants”** or **“Contaminants”** include, but are not limited to: 1) those materials that can cause or threaten damage to human health or human welfare, or cause or threaten damage, deterioration, loss of value, marketability or loss of use to property; and/or 2) bacteria, fungi, mold, mildew, virus or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or as designated by the U.S. Environmental Protection Agency or any other governing authority.
- 26. “Proof of Loss”** means a sworn statement by the **“Member”** regarding the facts of a claim for loss or damage to property.
- 27. “Real Property”** means existing buildings and structures, buildings and structures undergoing construction, repair or renovation and includes all permanent fixtures attached or adjacent to the buildings and structures such as signs, fences, glass, radio and television antennas, satellite dishes, landscaping, trees, shrubs, athletic fields, walkways, parking lots, exterior light fixtures and poles, foundations or other building supports.
- 28. “Securities”** means all negotiable and non-negotiable instruments or contracts representing either **“Money”** or **“Other Property”** owned by **“You”** or held by **“You.”**
- 29. “Student,” “Students”** means a natural person enrolled on a full or part time basis in classes at a **“Member”** institution.
- 30. “Term”** means the dates of coverage as stated on the first page of this **“Memorandum.”**
- 31. “Terrorism”** means any violent act dangerous or damaging to human life, property, or infrastructure within the United States or to a U.S. air carrier, vessel, or United States mission abroad, committed by an individual or individuals against U.S. civilians or the government.
- 32. “Time Element”** means an indirect loss stemming from direct loss or damage by a **“Covered Peril”** to income producing property.
- 33. “We,” “Us” or “Our”** means the New Mexico Public School Insurance Authority.

34. “You” or “Your” means any participating school districts, other educational entities, charter schools from whom or on behalf of whom **“We”** have received the applicable premium as listed in Schedule A.

35. “Windstorm” Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours during the term of this **“Memorandum”**, such windstorm shall be deemed to be a single windstorm within the meaning thereof. The **“Member”** may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. **“We”** shall not be liable for any loss occurring before the effective date and time of the **“Memorandum”**. **“We”** will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this **“Memorandum”** provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this **“Memorandum”**. In the event of there being a difference of opinion between the **Member”** and **“The Authority”** as to whether or not all windstorm losses sustained by the **“Member”** during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable Authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

5. TIER 1 WINDSTORM COUNTIES

<u>State</u>	Tier I Counties, Parishes or Independent Cities
Alabama	Baldwin, Mobile
Florida	Entire State, All Counties
Georgia	Bryan, Camden, Chatham, Glynn, Liberty, McIntosh,
Hawaii	Entire State, All Counties
Louisiana	Assumption, Calcasieu, Cameron, Iberia, Jefferson, Lafourche, Livingston, Orleans, Plaquemines, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion
Mississippi	Hancock, Harrison, Jackson
North Carolina	Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Hyde, Jones, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington
South Carolina	Beaufort, Berkeley, Charleston, Colleton, Georgetown, Horry, Jasper
Texas	Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris (entire County), Jackson, Jefferson, Kenedy, Kleberg, Liberty, Matagorda, Newton, Nueces, Orange, Refugio, San Patricio, Victoria, Willacy
Virginia	Accomack, Charles City, Chesapeake City, Gloucester, Hampton City, Isle of Wight, James City, Lancaster, Mathews, Middlesex, New Kent, Newport News, Norfolk City, Northampton, Northumberland, Poquoson City, Portsmouth City, Prince George, Suffolk City, Sussex, Surry, Virginia Beach City, Westmoreland, Williamsburg City, York

ADDITIONAL INSURED'S / LOSS PAYABLES

It is hereby understood and agreed that the interest of Additional Insured's and/or Loss Payees is automatically included, as per schedule held on file with the **"Authority"**.

SECTION III

FINE ARTS

A-1. COVERAGE

This **"Memorandum"** insures against all risks of physical loss of or damage except as hereafter excluded occurring during the **"Memorandum"** period to fine arts, which are the property of the **"Member"** or the property of others in the custody or control of the **"Member"** while on exhibition or otherwise within the limits of the United States.

If any of the property covered by this Section is also covered under any other provisions of the **"Memorandum"** of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

1. PROPERTY COVERED

Objects of art of every kind and description, and property incidental thereto, which are the property of the **"Member"**, or the property of others in the custody and control of the **"Member"**, or in transit at the **"Member's"** risk, and property in which the **"Member"** shall have a fractional ownership interest which are owned by or have been leased, loaned, rented or otherwise made available to the **"Member"**. "Property" shall mean paintings, drawings, etchings, prints, rare books, manuscripts, rugs, tapestries, furniture, pictures, bronzes, potteries, porcelains, marbles statuary and all other bonafide works of art and other objects of rarity, historic value, cultural interest or artistic merit, which are part of the collections of the **"Member"**, or in the care, custody or control of the **"Member"**, and their frames, glazing and shadow boxes.

2. "WALL TO WALL" ("NAIL TO NAIL") COVERAGE

This Section covers the **"Member's"** property on a "Wall to Wall" ("Nail to Nail") basis, or domicile to domicile basis, as applicable, from the time said property is removed from its normal repository incidental to shipment until returned thereto or other point designated by the owner or owner's agent prior to return shipment, including while in transit to or from points of consolidation or deconsolidation, packing, repacking or unpacking, while at such locations during such processes or awaiting shipment.

Coverage shall terminate upon arrival of the covered property at the final destination designated by the owner or owner's agent, or upon expiration of this “**Memorandum**”, whichever may occur first, except that expiration of this “**Memorandum**” shall not prejudice coverage of any risk then in transit.

B-1. EXCLUSIONS

3. Loss or damage occasioned by: wear and tear, gradual deterioration, insects, vermin, inherent vice or damage sustained due to and resulting from any repairing, restoration or retouching process;
4. Loss or damage caused by or resulting from:
 - a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces or;
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
 - b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
5. Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:
 - a. If fire not otherwise excluded results, the “**Authority**” shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
 - b. This “**Memorandum**” does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the “**Member’s**” premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the “**Member’s**” premises.

6. Any dishonest, fraudulent or criminal act by the **“Member”**, a partner therein or an officer, director employee or trustee thereof, whether acting alone or in collusion with others.

For the purpose of this exclusion an act of vandalism or malicious damage by an employee shall not constitute a dishonest, fraudulent or criminal act.

C-1. LOSS PAYMENT BASIS/VALUATION

The valuation of each article of property covered by this Section shall be determined as follows:

- a. Property of the **“Member”** shall be covered for and valued at the current fair market value of each article indicated on the books and records of the **“Member”** prior to loss, according to the **“Member’s”** valuation of each object covered.
- b. Property of others loaned to the **“Member”** and for which the **“Member”** may be legally liable, or which the **“Member”** has been instructed to insure, shall be covered for and valued at the amount agreed upon for each article by the **“Member”** and owner(s) as recorded on the books and records of the **“Member”** prior to loss.
- c. Otherwise, in the absence of recorded current fair market values or agreed values for each article covered, the **“Authority”** shall not be liable beyond the fair market value of the property at the time any loss or damage occurs. Said value shall be ascertained by the **“Member”** and the **“Authority”** or, if they differ, then the amount of value or loss shall be determined as provided in the following appraisal clause.

D-1. SPECIAL CONDITIONS

7. Misrepresentation and Fraud: This entire Section shall be void if, whether before or after a loss, the **“Member”** has concealed or misrepresented any material fact or circumstance concerning this **“Memorandum”** or the subject thereof, or the interest of the **“Member”** therein, or in case of any fraud or false swearing by the **“Member”** relating thereto.
8. Notice of Loss: The **“Member”** shall as soon as practicable report in writing to the **“Authority”** or its agent every loss, damage or occurrence which may give rise to a claim under this Section and shall also file with the **“Authority”** or its agent within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed sworn proof of loss.
9. Examination under Oath: The **“Member”**, as often as may be reasonably required, shall exhibit to any person designated by the **“Authority”** all that remains of any property herein described, and shall submit, and insofar as is within its power cause its employees, **“Member”** and others to submit to examination under oath by any person named by the

“Authority” and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the **“Authority”** or its representative and shall permit extracts and copies thereof to be made. No such examination under oath or examination of books or documents, nor any act of the **“Member”** or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the **“Member”** might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the **“Authority’s”** liability.

10. Settlement of Loss: All adjusted claims shall be paid or made good to the **“Member”** within sixty (60) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the **“Authority”**. No loss shall be paid or made good if the **“Member”** has collected the same from others.
11. No Benefit to Bailee: This Section shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.
12. Subrogation or Loan: If in the event of loss or damage the **“Member”** shall acquire any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder, the **“Member”** will, if requested by the **“Authority”**, assign and transfer such claim or right of action to the **“Authority”** or, at the **“Authority’s”** option, execute and deliver to the **“Authority”** the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the **“Authority”** to, or will hold in trust for the **“Authority”**, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the **“Member’s”** name under the direction of and at the expense of the **“Authority”**.
13. Loss Clause: Any loss hereunder shall not reduce the amount of this Section, except in the event of payment of claim for total loss of an item specifically scheduled hereon.
14. Protection and Preservation of Property: In case of actual or imminent physical loss or damage of the type insured against by this **“Memorandum”**, the expenses incurred by the **“Member”** in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder shall be added to the total physical loss or damage otherwise recoverable under the **“Memorandum”** and be subject to the applicable deductible and without increase in the limit provisions contained in this **“Memorandum”**.
9. Appraisal: If the **“Member”** and the **“Authority”** fail to agree as to the amount of loss, each shall on the written demand of other, made within sixty (60) days after receipt of proof of loss by the **“Authority”**, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such

umpire, then on the request of the **“Member”** or the **“Authority”**, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the fair market value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. the **“Member”** and the **“Authority”** shall each pay their chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The **“Member”** shall not be held to have waived any of its rights by any act relating to appraisal.

10. Civil Authority: Property covered under this Section against the peril of fire is also covered against the risk of damage or destruction by Civil authority during a conflagration and for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by a peril otherwise excluded herein.
11. Changes: Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Section or stop the **“Member”** from asserting any right under the terms of this Section, nor shall the terms of this Section be waived or changed except by endorsement issued to form a part of this Section.
12. Additional Covered Party(ies): Corporations, associations, firms, institutions, museums, persons and others who own or control collections, objects or articles who make them available to the **“Member”**, and temporary borrowers or custodians (but not carriers, packers or shippers) of property covered, are additional Named Insured(s) hereunder, but only as respects coverage afforded to said **“Member’s”** property.
13. Packing: It is agreed by the **“Member”** that the property covered hereunder be packed and unpacked by competent packers.
14. Other Insurance: This fine arts floater Section is excess coverage over any other valid and collectible insurance which may apply to any objects of art for which coverage would apply under this **“Memorandum”**.
15. Pair And Set: In the event of the total loss of any article or articles which are a part of a set, the **“Authority”** agrees to pay the **“Member”** the full amount of the value of such set and the **“Member”** agrees to surrender the remaining article or articles of the set to the **“Authority”**.

SECTION IV

CONTRACTORS EQUIPMENT

A-1. COVERAGE

This “**Memorandum**” insures contractors equipment, whether self-propelled or not, including equipment thereof while attached thereto or located thereon, such as bulldozers, drag lines, power shovels, derricks, drills, concrete mixers and other machinery of a similar nature, and not subject to motor vehicle registration. Coverage under this Section is provided only while a construction project is in the course of construction either controlled, managed, or owned by the “**Member**” by written agreement.

If any of the property covered by this Section is also covered under any other provisions of the “**Memorandum**” of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B-1. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the “**Memorandum**” period to the above described property from any external cause except as provided below.

1. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage or improper assemblage.
2. Loss or damage due to the weight of the load imposed on the machine exceeding the capacity for which such machine was designed.
3. Loss or damage to crane or derrick boom(s) and jib(s) of lattice construction while being operated unless directly caused by fire, lightning, hail, windstorm, earthquake shock, explosion, riot, riot attending a strike, civil commotion, actual physical contact with an aircraft or airborne missile including objects falling therefrom, collision with other vehicles or other contractors equipment whether or not such other equipment is covered hereunder, landslide, or upset of the unit of which it is a part (but only when and to the same extent that such other perils are covered by the “**Memorandum**”).
4. Loss or damage due to explosion arising from within steam boilers.
5. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or

- devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.
6. Loss or damage due to dishonesty of “**Member’s**” employees or persons to whom the “**Member’s**” property is entrusted.
 7. Loss or damage caused by or contributed to failure of the “**Member**” to keep and maintain the property in a thorough state of repair.
 8. Loss or damage caused by or resulting from:
 - a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack;
 - i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces or;
 - ii. any military, naval or air forces or;
 - iii. by an agent of any such government, power, authority or forces;
 - iv. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - b. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
 9. Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) covered against in this endorsement; however, subject to the foregoing and all provisions of this “**Memorandum**”, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is covered against by this “**Memorandum**”.

C-1. PROPERTY EXCLUDED

15. Automobiles, motorcycles, motor trucks, or parts thereof.
16. Buildings
17. Machinery or equipment or building materials to be installed in any building for the purpose of becoming a part thereof; nor on any property which has become a permanent part of any

- structure.
18. Property that is located underground.
 19. Property while waterborne except while being transported on any regular ferry.
 20. The storage risk of property not owned or required to be insured by the “**Member**” at premises controlled or leased by the “**Member**”, except where incidental to the regular or frequent use of the equipment or property.
 21. Plans, blueprints, designs or specifications.

D-1. LOSS PAYMENT BASIS/ VALUATION

On Contractors Equipment (whether self-propelled or not), on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the Contractors Equipment. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

If the values, provided by the “**Member**”, provides a valuation based on replacement cost, then recovery will be on the same basis, if replaced. If not replaced, the basis of recovery shall be actual cash value.

E-1. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this “**Memorandum**” that all articles covered hereunder are in sound condition at the time of attachment of this “**Memorandum**”.

SECTION V

UNMANNED AIRCRAFT

A-1. COVERAGE

This “**Memorandum**” insures only **Unmanned Aircraft**, that are usual to your business that you own or are required to insure, to pay for any physical damage loss sustained while not **In Flight** or **In Motion** and which are not the result of fire or explosion following crash or collision while the **Unmanned Aircraft** was **In Flight** or **In Motion** that are:

- (1) Listed on the schedule which is a part of this “**Memorandum**” or which is on file with us;
- (2) Unscheduled but for an amount not to exceed the limit of \$1,000,000.

If any of the property covered by this Section is also covered under any other provisions of the “**Memorandum**” of which this Section is made a part, those provisions are hereby amended to exclude such property, the intent being that the coverage under this Section is the sole coverage on such property.

B-1. PERILS EXCLUDED

This Section insures against all risks of direct physical loss or damage occurring during the “**Memorandum Period**” to **Unmanned Aircraft** from any external cause except as provided below.

1. Loss or damage due to the Unmanned Aircraft being **In Flight** or **In Motion** including during propulsion system startup or any time the propulsion system is operating.
2. Loss or damage due to wear, tear, rust, corrosion, latent defect, mechanical breakage, freezing or improper assemblage.
3. Loss or damage due to the weight of the load imposed on the **Unmanned Aircraft** exceeding the capacity for which such **Unmanned Aircraft** was designed.
4. Loss or damage to tires except where such loss or damage is caused by fire, theft, windstorm or vandalism or is the direct result of physical damage covered by this “**Memorandum**”.
5. Loss or damage to **Unmanned Aircraft** while being worked upon except for direct loss or damage caused by resulting fire or explosion.
6. Loss or damage to dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by lightning or other electrical currents (artificial or natural) unless fire ensues and then for the loss by fire only.
7. Loss or damage due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Unmanned Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Unmanned Aircraft**, nor for any loss or damage during or resulting therefrom.
8. Loss or damage due to dishonesty of the “**Member’s**” employees or persons to whom the “**Member’s**” property is entrusted.
9. Loss or damage caused by or contributed to failure of the “**Member**” to keep and maintain the property in a thorough state of repair.
10. Loss or damage caused by or resulting from:
 - a. War, hostile or warlike action in time of peace or, including action in hindering, combating or defending against an actual, impending or expected attack,
 - i. by any government or sovereign power (de jure or de facto) or by any authority maintaining using military, naval or air forces; or

- ii. any military, naval or air forces; or
- iii. by an agent of any such government, power, authority or forces;
- b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

C-1. PROPERTY EXCLUDED

1. **Unmanned Aircraft** that are located in underground mines, caverns or underground storage facilities.
2. **Unmanned Aircraft** while waterborne except while being transported on any regular ferry.
3. The storage risk of **Unmanned Aircraft** not owned or required to be insured by the “**Member**” at premises controlled or leased by the “**Member**”, except where incidental to the regular or frequent use of the equipment or property.

D-1. LOSS PAYMENT BASIS / VALUATION

On **Unmanned Aircraft**, on or off premises, where Replacement Cost (New) values are specified, loss or damage shall be based on 100% of the Replacement Cost (New) at the time of loss. Partial losses shall be based on the cost of repairing or replacing the damaged portion, up to the fair market value of the **Unmanned Aircraft**. However, should these costs exceed the fair market value then recovery shall be based upon the Replacement Cost (New).

E-1. SPECIAL CONDITIONS

This section covers property only within the limits of the United States of America.

It is a condition of this “**Memorandum**” that all articles covered hereunder are in sound condition at the time of attachment of this “**Memorandum**”.

F-1. DEFINITIONS

1. UNMANNED AIRCRAFT

Means a powered aerial vehicle that does not carry a human operator, uses aerodynamic forces to provide vehicle lift, can fly autonomously or be piloted remotely, is recoverable and in some cases can carry a non-lethal payload including the propulsion system and equipment usually installed in the vehicle (1) while installed in the vehicle, (2) while temporarily removed from the vehicle and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

2. IN FLIGHT

Means, with respect to fixed wing **Unmanned Aircraft**, the time commencing with the actual take off run or launch and continuing thereafter until it has completed its landing run; or capture; and if the **Unmanned Aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing; and if the **Unmanned Aircraft** is a balloon, while it is inflated or being inflated or deflated.

3. IN MOTION

Means while the **Unmanned Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In Flight** and, if the **Unmanned Aircraft** is a rotorcraft, any time the rotors are rotating or while it is **In Flight** and, if the **Unmanned Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight**.

G-1. GENERAL CONDITIONS:

Applicable with respect to any claim under this “**Memorandum.**”

- A) **Examination of Records:** “**You**” shall, as often as may be reasonably required during the “**Term**” of this “**Memorandum**” and up to three years thereafter, produce for “**Our**” examination or examination by “**Our**” authorized representatives all the books and records, inventories and accounts relating to “**Your**” “**Covered Property.**”
- B) **No Assignment:** This “**Memorandum**” shall be void if assigned or transferred without “**Our**” written consent.
- C) **Cancellation:** This “**Memorandum**” may be cancelled by the “**Authority**” according to the rules set forth in the New Mexico Administrative Code Title 6, Chapter 50, Part 4 if “**You**” fail to make premium payments.
- D) **Inspections:** “**We**” and/or our authorized agents shall be permitted, but not obligated to, inspect “**Your**” “**Covered Property**” at all reasonable times. “**Our**” right to make inspections, the inspections themselves or any inspection reports do not imply that all other hazards or conditions are under control at the time of the inspection, or that such inspections constitute compliance with OSHA regulations or other similar laws.

- E) **Salvage and Recovery:** When “We” obtain any salvage or recovery in connection with any loss, “You” shall first be made whole; then the “**Authority**” and the excess insurers or reinsurers shall share the remaining portion on a pro rata basis.
- F) **Subrogation:** If “We” pay “You” or any person or organization for loss or damage caused by a third party, any of those subrogation rights to recover damages from the third party are to be transferred to the “**Authority**” to the extent of “**Our**” payment for that loss. “You” must do everything reasonably necessary to secure the “**Authority’s**” subrogation rights prior to any loss including, but not limited to, not agreeing to waivers of such subrogation rights contained in contracts wherever possible. “You” also must do nothing after loss to impair the “**Authority’s**” subrogation rights.
- G) **Duties in the Event of Loss or Damage:** “You” must see that the following are done in the event of loss or damage to “**Covered Property:**”
1. Notify the police if a law may have been broken.
 2. Give “Us” prompt notice of the loss or damage; including a full description of the property involved.
 3. As soon as possible, give “Us” a description of how, when, and where the loss or damage occurred.
 4. If feasible, set aside the damaged property in the best possible order for examination.
 5. Take all steps to protect the “**Covered Property**” from further damage and keep a record of your expenses necessary to protect the “**Covered Property**” so that these expenses may be paid, to the extent they are within the “**Limit of Liability.**” “We” will not pay for any subsequent loss or damage resulting from failure to take reasonable measures to protect the damaged property from further loss or damage.
 6. At “**Our**” request give “Us” complete inventories of the damaged and undamaged property, including quantities, costs, values, copies of original purchase documents and the amount of the loss claimed.
 7. Permit “Us,” as often as may be reasonably required, to inspect the damaged property and examine “Your” books and records.
 8. Permit “Us” to take samples of damaged and undamaged property for inspection, testing and analysis, and provide relevant copies from “Your” books and records.
 9. Send “Us” a signed, sworn “**Proof of Loss**” containing the information “We” require within 90 days after “**Our**” request. “We” will provide “You” with the necessary forms.

10. Cooperate with “Us” in the investigation or settlement of the claim.

“We” may examine “You” under oath and at such times as may be reasonably required, about any matter including “Your” books and records relating to the filed claim.

H) Administrative Appeal: If a “Member” makes a claim for coverage and the “Authority” does not agree that the claim is covered under this “Memorandum,” then, upon written demand of either, the matter or matters upon which we do not agree shall be adjudicated pursuant to Title 6, Chapter 50, Part 16 of the New Mexico Administrative Code (Administrative Appeal of Authority Coverage Determinations). Notwithstanding any other language in this “Memorandum,” either express or implied, this “Memorandum” does not and shall not be construed as creating a contract either express or implied between the “Authority” and any “Member” or any others whose interests may be covered by this “Memorandum.”

I) Right of Recovery: If the “We” have expended funds to settle “Your” claims and it is later determined that there is no coverage under this “Memorandum” for one or more of those claims, “We” reserve the right to seek reimbursement for those settlement funds from the recipient of those funds.

J) Misrepresentation, Concealment or Fraud:

This “Memorandum” is void as to any “Member” if before or after a loss:

1. “You” have willfully concealed or misrepresented a material fact or circumstance that relates to this “Memorandum” concerning any claim or the interest of the “Member” or any other person or entity seeking coverage under this “Memorandum;”
2. “You” or any other person or entity seeking coverage under this “Memorandum” has engaged in fraud or false swearing.

K) Changes: Notice to or knowledge of any of the “Authority’s” employees or authorized representatives shall not effect a waiver or a change in any part of this coverage or prevent the “Authority” from asserting any rights under the terms of this “Memorandum,” nor shall the terms of this “Memorandum” be waived or changed, except by endorsement issued to form a part of this “Memorandum.”

COVERAGE B: AUTOMOBILE PHYSICAL DAMAGE

The provisions stated in Coverage A: Property Coverage, Section 10- General Conditions also apply to Coverage B: Automobile Physical Damage. The following provisions apply to Coverage B only.

A. INTEREST & AUTOMOBILES COVERED:

A “Covered Automobile” is:

- A) An “Automobile” “You” own, including equipment permanently installed the “Automobile”;
- B) “Your” interest in or legal liability for direct physical loss or damage to an “Automobile” owned by others in “Your” custody to the extent “You” are required to keep the “Automobile” covered for direct physical loss or damage.

B. COVERED PERILS:

This “Memorandum” covers against direct physical loss or damage to “Covered Automobiles” caused by an “Occurrence” except as excluded by this “Memorandum.”

C. EXTENSIONS OF COVERAGE:

1) Glass Breakage:

“We” will pay for the following:

- 1. glass breakage; and
- 2. loss caused by hitting a bird or animal; and
- 3. loss caused by falling objects or missiles.)

2) Towing:

“We” will pay for reasonable towing and labor costs incurred when a “Covered Automobile” is disabled.

3) Rental reimbursement due to theft:

“We” will pay up to \$18 per day to a maximum of \$500 for transportation expenses “You” incur because of the total theft of a “Covered Automobile” of the private passenger type which “You” own.

D. INTERESTS & AUTOMOBILES NOT COVERED:

The provisions stated in Coverage A: Property Coverage, Item B. Property Not Covered apply to Coverage B: Automobile Physical Damage. The following provisions also apply to Coverage B: Automobile Physical Damage only.

This “**Memorandum**” does not cover:

- 1) tapes, wires, records, discs, or any other media for use with any device or instrument designed for the recording, reproduction, or recording and reproduction of sound;
- 2) any equipment designed for use for the detection or location of radar;
- 3) any telephonic, wireless, computer related, facsimile transmission, copying, navigation or other communication or computer related devices unless such device or instrument is installed by the manufacturer in the “**Covered Automobile.**”
- 4) any device or instrument designed for the recording, reproduction, or recording and reproduction of sound, unless such device or instrument is installed by the manufacturer in the “**Covered Automobile**”;
- 5) any “**Covered Automobile**” while used in any racing or demolition contest or stunting activity, or while practicing or being prepared for such contest or activity.

E. PERILS NOT COVERED:

The provisions stated in Coverage A: Property Coverage, Section II, E. Exclusions also apply to Coverage B: Automobile Physical Damage. The following provisions also apply to Coverage B: Automobile Physical Damage only.

This “**Memorandum**” does not cover against loss, damage or expense caused by or resulting from any of the following:

- A) wear and tear, freezing or mechanical or electrical breakdown or failure, unless such damage is the direct result of “**Covered Peril;**”
- B) blowouts, punctures or other road damage to tires, unless such damage is the direct result of a “**Covered Peril.**”

F. LIMITS OF LIABILITY:

The provisions stated in Coverage A: Property Coverage, Section II, Item F. Limits of Liability, also apply to Coverage B: Automobile Physical Damage. The following provisions are additional items that apply to Coverage B: Automobile Physical Damage only.

The most **“We”** will pay for loss to any one **“Covered Automobile”** in any one **“Occurrence”** is the lesser of:

- A) the **“Actual Cash Value”** of the damaged or stolen **“Covered Automobile”** as of the **“Date of Loss”**; or
- B) the cost of repairing or replacing the damaged or stolen **“Covered Automobile”** with another of like kind and quality.

G. DEDUCTIBLES:

“You” must pay a \$750.00 deductible for each **“Covered Automobile,”** that is damaged, lost or stolen with the exception of vehicle glass claims, which are subject to a \$50.00 deductible. In the event of a loss involving multiple **“Covered Automobiles”** in one **“occurrence”** (i.e. hail storm damage), the deductibles are capped in the following maximums:

- 1) Regardless of the number of **“Covered Automobiles”** damaged, the total deductible to any **“Member”** will not exceed \$5,000;
- 2) Regardless of the number of **“Covered Automobiles”** vehicle glass panes damaged, the total deductible for any **“Member”** will not exceed \$250.

H. APPRAISAL:

If **“You”** disagree with **“Us”** as to the amount of a loss, either party may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial third appraiser. The appraisers will state separately the **“Actual Cash Value”** and the amount of loss. If they fail to agree, they will submit their differences to the third appraiser. An award in writing of any two shall determine the amount of loss. Each party will:

- A) pay its chosen appraiser; and
- B) bear the other expenses of the appraisal and third appraiser equally.

“We” will not be held to have waived any of **“Our”** rights by any act arising out of this appraisal process.

I. DUTIES IN THE EVENT OF LOSS:

- 1) In the event of loss, **“You”** must give the **“Authority”** prompt notice. Such notice shall include information enough to establish:
 - i. how, when and where the loss occurred; and
 - ii. to the extent possible, the names and addresses of any injured persons and witnesses.
- 2) Additionally, **“You”** must:
 - i. assume no obligation, make no payment, or incur no expense without **“Our”** consent, except at **“Your”** expense;
 - ii. cooperate with **“Us”** in the investigation of the loss or damage, settlement or defense of any suit;
 - iii. promptly notify the police if the **“Covered Automobile”** or any of its manufacturer installed equipment is stolen;
 - iv. take all reasonable steps to protect the covered **“Covered Automobile”** from further damage and keep a record of **“Your”** expenses related to the loss or damage to the **“Covered Automobile”** for consideration in the settlement of the claim;
 - v. permit **“Us”** to inspect the **“Covered Automobile”** before its repair or disposition;
 - vi. agree to an examination under oath at **“Our”** request and/or, if requested, give **“Us”** a signed statement regarding the claim.

COVERAGE C: CRIME COVERAGES

The following provisions apply to **Coverage C: Crime Coverages** only.

A. INTERESTS AND PROPERTY COVERED:

Part A-Employee Theft – Per Loss Coverage:

“We” will pay for direct loss of **“Money,” “Securities” or “Other Property”** **“You”** sustain because of **“Theft” or “Forgery”** committed by an **“Employee,”** whether identified or not, acting alone or in collusion with other persons or other **“Employees,”** with the manifest intent to:

- 1) cause **“You”** to sustain loss; and also
- 2) to obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, or pensions

or other employee benefits earned in the normal course of employment) for:

- a) that **“Employee”** or those **“Employees”**; or
- b) any person or organization intended by the **“Employee”** to receive that benefit.

Part B-Inside the Premises Coverages:

- 1) **“We”** will pay for loss **“You”** sustain resulting directly from:
 - a) the loss of **“Money”** and **“Securities”** from inside **“Your” “Premises”** or any **“Banking Premises”** as a result of **“Theft,” “Robbery”** or **“Safe Burglary”** by one or more **“Third Parties”**, or
 - b) the actual disappearance or destruction of **“Money”** and **“Securities”** which occurs inside **“Your” “Premises.”**
- 2) **“We”** will pay for loss **“You”** sustain because of the loss of or damage to **“Other Property”** from:
 - a) inside the **“Premises”** resulting directly from an actual or attempted **“Robbery”** by one or more **“Third Parties;”** or
 - b) inside the **“Premises”** in a safe or vault, resulting directly from an actual or attempted **“Safe Burglary”** by one or more **“Third Parties.”**
- 3) **“We”** will pay for loss **“You”** sustain:
 - a) for damage to the **“Premises”** or its exterior; and
 - b) for loss of, or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the **“Premises”**

resulting directly from an actual or attempted **“Theft,” “Robbery”** or **“Safe , Burglary,”** by one or more **“Third Parties”** if **“You”** are the owner of the **“Premises”** or are liable for damage to it.

Part C-Outside the Premises Coverages:

- 1) **“We”** will pay for loss **“You”** sustain because of **“Theft”** of **“Money”** or **“Securities”** by one or more **“Third Parties”** while being conveyed by a **“Messenger”** or armored motor vehicle company outside the **“Premises.”**
- 2) **“We”** will pay for loss **“You”** sustain because of disappearance or destruction of **“Money”** or **“Securities”** while being conveyed by a **“Messenger”** or armored motor vehicle company outside the **“Premises.”**
- 3) **“We”** will pay for loss **“You”** sustain because of loss of or damage to **“Other Property”** resulting from actual or attempted **“Robbery”** by one or more **“Third Parties”** outside the **“Premises”** while being conveyed by a **“Messenger”** or armored motor vehicle company.

- 4) **“We”** will pay for loss **“You”** sustain because of loss caused by **“Theft”** of **“Money,” “Securities”** or **“Other Property”** by a **“Third Party”** while temporarily at the home of a **“Messenger.”**

Part D-Forgery or Alteration Coverage

- 1) **“We”** will pay for loss **“You”** sustain of **“Money,” “Securities”** or **“Other Property”** resulting directly from **“Forgery”** or alteration of any financial instrument committed by one or more **“Third Parties.”**
- 2) If **“You”** are sued to enforce payment of any financial instrument covered in **Part D-Forgery or Alteration** on the basis that it has been forged or altered, and **“You”** have our written consent to defend against the suit, **“We”** will pay for any reasonable legal expenses that **“You”** incur and pay in that defense. The amount **“We”** will pay is in addition to the Limit of Coverage applicable to **Part D-Forgery or Alteration Coverage.**

Part E-Computer and Funds Transfer Fraud Coverage:

“We” will pay for loss **“You”** sustain because of **“Theft”** of **“Money,” “Securities”** or **“Other Property”** resulting directly from **“Computer Fraud”** by a **“Third Party.”**

Part F-Money Orders and Counterfeit Paper Currency Coverage:

“We” will pay for loss **“You”** sustain resulting directly from **“Your”** having accepted in good faith, in exchange for merchandise, **“Money”** or services from a **“Third Party.”**

- 1) money orders issued by any post office, express company or bank in the United States that are not paid upon presentation; or
- 2) counterfeit United States currency; that is acquired during the regular course of business.

Part G-Credit Card Fraud Coverage:

“We” will pay for loss **“You”** sustain resulting directly from **“Credit Card Fraud”** committed by a **“Third Party.”**

Part H-Funds Transfer Fraud Coverage:

“We” will pay for loss **“You”** sustain resulting directly from **“Funds Transfer Fraud”** committed by a **“Third Party.”**

B. EXCLUSIONS:

A. Exclusions Applicable to All Coverages:

“We” will not pay for the following losses:

- 1) loss resulting from war, whether or not declared, warlike action, insurrection, civil war, rebellion or revolution or any related act or incident;

- 2) loss resulting from seizure or destruction of property by order of governmental authority, expropriation or nationalization or any related act or condition;
- 3) loss resulting from the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes, electronic data storage or recording media or other records;
- 4) expenses incurred by **"You"** in establishing the existence or the amount of any loss covered under **Coverage C-Crime Coverages** except that **"We"** will reimburse **"You"** for those reasonable and customary charges of a Certified Public Accountant incurred by **"You"** in establishing a valid and collectible claim arising from an **"Occurrence"** under **Coverage C-Crime Coverage**, up to a maximum amount of \$5,000;
- 5) loss of income that **"You"** do not realize as the result of any loss covered under **Coverage C-Crime Coverage**;
- 6) fees, costs or expenses **"You"** incur or pay in prosecuting or defending any legal proceeding or claim, (other than legal proceedings covered under **Part D-Forgery and Alteration Coverage** above), whether or not such proceeding results or would result in a loss recoverable under **Coverage C- Crime Coverage**;
- 7) due to nuclear reaction, nuclear radiation or radioactive contamination;
- 8) **"Indirect or Consequential Losses"** of any kind.
- 9) any loss or potential loss not reported to **"Us"** more than 60 days following **"Your"** **"Discovery"** of the loss or potential loss or more than 60 days following **"Cancellation"** or **"Termination"** of this **"Memorandum of Coverage"** or all or any Part of **Coverage C-Crime Coverages**.
- 10) any loss of property covered under Coverage A-Property Coverage or Coverage B-Automobile Physical Damage Coverage of the **"Memorandum of Coverage"** of which **Coverage C-Crime Coverages** is a part.

B. Exclusions Only Applicable to Part A-Employee Dishonesty Coverage:

"We" will not pay for losses under **Part A-Employee Dishonesty Coverage** as follows:

- 1) loss caused by an **"Employee"** if **"Your"** management personnel possess knowledge of any prior act or acts of **"Theft,"** fraud or dishonesty committed by that **"Employee"** either while that **"Employee"** is employed by **"You"** or prior to his or her employment by **"You;"**
- 2) loss caused by **"Your"** broker, contractor, independent contractor or any other agent or representatives of them;
- 3) loss or that part of any loss the proof of which involves in any manner:
 - a. profit and loss computation; or
 - b. a comparison of inventory records with an actual physical count; provided, however, that

where **“You”** can establish that a loss has occurred wholly apart from such comparison, then **“You”** can offer inventory records and the actual physical count of inventory in support of the amount of loss claimed.

C. Exclusions Only Applicable to Parts B-Inside the Premises Coverages, and Part C– Outside the Premises Coverages:

“We” will not pay for any losses under **Part B-Inside the Premise Coverages** or **Part C-Outside the Premises Coverages**:

- 1) due to **“Theft”** or any other fraudulent, dishonest or criminal act by **“Your” “Employee”** whether acting alone or in collusion with others;
- 2) due to fire, except:
 - a. loss of or damage to **“Money”** or **“Securities,”** or
 - b. damage to any safe or vault caused by the use of fire for the purpose of **“Safe Burglary;”**
- 3) due to giving or surrendering **“Money”** or **“Securities”** in any exchange or purchase;
- 4) due to loss or damage to manuscripts, records, accounts, microfilm, tapes, or other electronic data storage or recording media;
- 5) due to **“Forgery;”**
- 6) due to loss or damage to **“Money,” “Securities”** or **“Other Property”** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company;
- 7) due to loss or damage to **“Money,” “Securities”** or **“Other Property”** while in the custody of any bank, trust company, similar recognized place of safe deposit, or armored motor vehicle company or **“Messenger”** unless the loss is in excess of the amount **“You”** have recovered or received under:
 - a. **“Your”** contract with the bank, trust company, or any similar recognized place of safe deposit, or armored motor vehicle company; or
 - b. any **“Other Bonds or Insurance”** which would cover the loss in whole or in part, in which case **Coverage C-Crime Coverages** will cover only such excess up to the applicable Limit of Coverage.
- 8) due to loss of **“Money,” “Securities”** or **“Other Property”** as a result of kidnap, ransom or other extortion payment (as distinct from **“Robbery”**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **“Premises”** or other property.

D. Exclusion Only Applicable to Part D-Forgery and Alteration Coverage; Part E-Computer Fraud Coverage; Part F- Money Orders and Counterfeit Currency Fraud Coverage; Part G- Credit Card Fraud Coverage and Part H-Funds Transfer Fraud Coverage:

Coverage does not apply to loss through “**Forgery**” or alteration of, on, or in any financial instrument, if the “**Forgery**” or alteration is committed by any “**Employee**” or by any person in collusion with any “**Employee**.”

C. GENERAL CONDITIONS:

The General Conditions stated in **Coverage A: Property Coverage, Section 11)** also apply to **Coverage C: Crime Coverages**. The General Conditions below apply to **Coverage C: Crime Coverages- Parts A, B, C, D, E, F, G and H** only:

A. Statutory Provisions:

Any terms of **Coverage C-Crime Coverages** which are in conflict with the statutes of the State of New Mexico are amended to conform to such statutes.

B. Other Coverage:

If any “**Other Bonds or Insurance**” apply to a loss covered by **Coverage C-Crime Coverages**, the coverage under **Coverage C-Crime Coverages** shall be excess over the amount collectible under “**Other Bonds or Insurance**.”

C. Excess Coverage, Insurance or Reinsurance:

“**You**” may purchase excess coverage, insurance or reinsurance above the Limits of Coverage which apply to **Coverage C-Crime Coverages**. Such excess coverage, insurance or reinsurance is not “**Other Bonds or Insurance**” for the purposes of the Paragraph B. above. Excess coverage, insurance or reinsurance shall not be considered in the application of any pro rata clause or apportionment clause.

D. Limit of Coverage and Deductible Amount:

The most **“We”** will pay for any loss **“You”** sustain caused by any one **“Occurrence”** under **Coverage C-Crime Coverages** is limited to the amounts shown below applicable to each Part of **Coverage C-Crime Coverages**.

Coverages	Limit of Insurance Per Occurrence	Member Deductible Per Occurrence
Part A. Employee Theft – Per Loss	\$250,000	\$750
Part B. Inside the Premises	\$250,000	\$750
Part C. Outside the Premises	\$250,000	\$750
Part D. Forgery or Alteration	\$250,000	\$750
Part E. Computer and Funds Transfer Fraud	\$250,000	\$750
Part F. Money Orders and Counterfeit Money	\$250,000	\$750
Part G. Credit, Debit or Charge Card Forgery	\$250,000	\$750
Faithful Performance of Duty for Government Employees	\$250,000	\$750

“We” will not pay for a loss **“You”** sustain which does not exceed the deductible amount shown above. If the loss exceeds the deductible amount **“We”** will pay the amount of loss in excess of the deductible amount up to the applicable Limit of Coverage.

E. Discovery of Loss:

“Discovery” of loss occurs when **“You”** first become aware of facts which would cause a reasonable person to assume that a loss covered by **Coverage C-Crime Coverages** has been or will be incurred, even though the amount or details of loss may not then be known. **“Discovery”** also occurs when **“You”** receive notice of an actual or potential claim against **“You”** alleging facts that if true would constitute a covered loss under **Coverage C-Crime Coverages**.

F. Duties After Discovery of a Loss:

After **“You”** **“discover”** a loss or a situation that may result in covered loss under **Coverage C-Crime Coverages**, **“You”** must:

- 1) notify **“Us”** as soon as possible and in no case later than 60 days after you have made the **“Discovery;”**
- 2) **“You”** must provide **“Us”** with a detailed, sworn proof of loss within 120 days after **“Discovery;”**
- 3) **“You”** must submit to an examination under oath at our request;

- 4) **“You”** must comply with the provisions of General Conditions **Stated in Coverage A: Property Coverage, Section II (G) Duties in the Event of Loss or Damage** of the **Memorandum of Coverage**”; and
- 5) **“You”** must produce all relevant records and cooperate with us in the investigation and settlement of the claim.
- 6) **“You”** must secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

G. Coverage for Prior Losses:

“We” will pay for loss **“You”** sustain caused by an **“Occurrence”** which happened any time on or after July 1, 1986 which has not been reported to any previous insurer, reinsurer or under any previous **“Memorandum of Coverage,”** so long as **“Discovery”** of the loss or situation that may result in loss takes place during the **“Term”** of this **“Memorandum of Coverage.”**

H. Audit Requirement:

“We” maintain the right to deny coverage for any loss under **Coverage C- Crime Coverages** in which a substantial contributing cause or factor in the loss itself or extent of the loss is **“Your”** unreasonable failure to comply with the provisions of the Audit Act, NMSA 1978 §12-6-1 et seq.

D. PROVISIONS AFFECTING LOSS SETTLEMENT

A. Limit of Coverage per Occurrence:

If **“We”** pay for any loss **“You”** sustain caused by an **“Occurrence”** under **Coverage C-Crime Coverages**, such payment shall not reduce **“Our”** duty to pay for other losses caused by other **“Occurrences.”**

The most **“We”** will pay for all loss resulting directly from an **“Occurrence”** is the applicable Limit of Coverage indicated in **“Item D – Limit of Coverage and Deductible Amount”**. If any loss is covered under more than one Insuring Agreement or Coverage, the most **We”** will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

B. Non-Accumulation of Coverage Limits:

Regardless of the number of years **Coverage C-Crime Coverages** remains in force or the number of premiums paid, no coverage limit accumulates from year to year or from **“Term”** to **“Term.”** All losses from a single act or any number of acts by the same **“Employee”** or **“Third Party”** will be treated as a single loss and the applicable Limit of Coverage will apply.

C. **Valuation:**

Subject to the applicable Limit of Coverage provision, **“We”** will pay for:

- 1) Loss of **“Money”**, but only up to and including its face value or the United States dollar value of a foreign currency based on the currency rate of exchange in effect on the day any loss involving foreign currency is **“Discovered.”**
- 2) Loss of **“Securities”** but only up to their value at the close of business on the business day immediately preceding the day on which the loss is **“Discovered.”**
 - a. **“We”** may at **“Our”** option pay the value of such **“Securities”** or replace them in kind, in which event **“You”** must assign to **“Us”** all of **“Your”** rights, title and interest in those **Securities**; or
 - b. The cost of any Lost Securities Bond required in connection with issuing duplicates of the **“Securities.”** However, **“We”** will pay only so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the value of the **“Securities”** at the close of business the day the loss was **“Discovered”** or the applicable Limit of Coverage.
- 3) Loss of or damage to **“Other Property”** for the replacement cost of the **“Other Property”** without deduction for depreciation. However, **“We”** will not pay more than the least of the following:
 - a. the Limit of Coverage applicable to the **“Other Property”** which has been lost or damaged; or
 - b. the cost to replace the **“Other Property”** that has been lost or damaged with property of comparable material and quality and used for the same purpose; or
 - c. the amount **“You”** actually spend that is necessary to repair or replace the lost or damaged **“Other Property.”** Any property that **“We”** pay for or replace becomes **“Our”** property.
- 4) Loss from damage to the **“Premises”** or its exterior. **“We”** will not pay on a replacement cost basis for any loss or damage:
 - a. Until the damage is actually repaired and unless the repair or replacement is made as soon as reasonably possible after the loss.
 - b. If the damage is not repaired, **“We”** will pay on an actual cash value basis.

D. **Recoveries:**

Any recoveries **“We”** obtain, less the cost of recovering them, made after settlement of loss covered by **Coverage C-Crime Coverages** will be distributed as follows:

- 1) to **“You,”** until **“You”** are reimbursed for any loss that **“You”** sustain that exceeds the applicable Limit of Coverage less the Deductible Amount;
- 2) then to **“Us,”** until **“We”** are reimbursed for the settlement made;
- 3) then to **“You”** until **“You”** are reimbursed for that part of the loss equal to the Deductible Amount.

This provision regarding Recoveries does not apply to any recovery from insurance, suretyship or reinsurance **“We”** have obtained to cover **“Our”** obligations under **Coverage C-Crime Coverages**. This provision regarding Recoveries also does not apply to original **“Securities”** after duplicates of them have been issued.

E. CANCELLATION PROVISIONS

A. “Cancellation” as to any Employee:

Coverage C-Crime Coverages is **“Cancelled”** as to any **“Employee”**:

- 1) effective immediately upon **“Discovery”** by **“You”** of any act of **“Theft”** or other fraudulent or dishonest act committed by that **“Employee,”** whether the act was committed before or after becoming employed by **“You.”** **“You”** must report any such **“discovery”** to **“Us”** within 60 days of such **“Discovery.”** However, **Coverage C-Crime Coverage** shall be **“Cancelled”** as to that **“Employee”** for any acts of **“Theft”** or **“Forgery”** committed after such **“Discovery,”** whether or not the **“Discovery”** is reported to **“Us.”**
- 2) for any other reason other than **“Discovery”** of **“Theft”** or dishonest or fraudulent acts by the **“Employee,”** on the date specified in a notice mailed to **“You.”** The date will be at least 30 days after the date of notice.

B. “Cancellation” of Coverage C-Crime Coverages

“We” may **“Cancel”** all or any part of **Coverage C-Crime Coverages** at any time in accordance with the Rules and Regulations of the **“Authority”** upon 60 days’ notice to **“You.”**

F. DEFINITIONS

- A. **“Authority”** means the New Mexico Public School Insurance Authority.
- B. **“Banking Premises”** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- C. **“Cancellation”** means that **“We”** have put an end to all or some of our obligations under **Coverage C-Crime Coverages** as a result of a default by **“You”** or one of **“Your”** **“Employees”**.

- D. **“Computer Fraud”** means the unlawful taking of **“Money,” “Securities”** or **“Other Property”** resulting from a **“Computer Violation.”**
- E. **“Computer System”** means a computer or network of computers, including its input, output, processing, storage and communication facilities, and shall include offline media libraries.
- F. **“Computer Violation”** means an unauthorized:
- 1) entry into or deletion of data from a **“Computer System;”**
 - 2) change to data elements or program logic of a **“Computer System,”** which is kept in machine readable format; or”
 - 3) introduction of instructions, programmatic or otherwise, which propagate themselves through a **“Computer System.”**
- G. **“Counterfeit”** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- H. **“Credit Card Fraud”** means the **“Forgery”** or alteration of, on or in, any written instrument required in connection with any credit card issued to **“You”** or at **“Your”** request to any of **“Your” “Employees.”**
- I. **“Discovery” or “Discovered” or “Discover”** means the time at which **“You”** first become aware of facts which would cause a reasonable person to believe that a loss covered by **Coverage C-Crime Coverage** has occurred or will be incurred or the time when **“You”** receive notice of a claim or potential claim.
- J. **“Employee” or “Employees”** means:
- 1) Any natural person:
 - a. while in **“Your”** service;
 - b. whom **“You”** compensate directly by salary or wages; and
 - c. whom **“You”** have the right to manage the work, direct the work and control the work while performing services for **“You.”**
 - 2) Any natural person:
 - a. who is a non-compensated officer or elected or appointed official in service to **“You;”** or
 - b. who is a director or trustee in service to **“You”** while performing acts coming within the

scope of their usual duties for **“You.”**

- 3) Any natural person who is temporarily furnished to **“You:”**
 - a. as a substitute for a permanent **“Employee”** who is on leave, or
 - b. to meet seasonal or short-term workload conditions, who is assigned to perform **“Employee”** duties while that person is subject to **“Your”** management’s direction and control and performing services for **“You,”** excluding, however, any such person while having care and custody of any of **“Your”** property outside the **“Premises.”**
 - c. **“We”** will not cover any loss caused by any temporarily employed person if such loss is also covered by any fund, insurance or suretyship held by an agency furnishing such temporary personnel to **“You.”**
- 4) Any natural person who is:
 - a. a student enrolled in a school under **“Your”** jurisdiction while the student is handling or has possession of **“Money”** or **“Other Property”** in connection with sanctioned student activities; or
 - b. a “regular volunteer” pursuant to 6.50.18 NMAC in service to **“You”** while handling or in possession of **“Money”** or **“Other Property”** in connection with sanctioned student activities.
- 5) **“Employee”** does not mean any agent, broker, person leased to **“You”** by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general nature.
- K. **“Forgery”** means falsely making or altering any signature to, or any part of, any writing purporting to have any legal efficacy with intent to injure or defraud or knowingly issuing or transferring a forged writing with intent to injure or defraud.
- L. **“Funds Transfer Fraud”** means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions issued to a financial institution directing such institution to transfer, pay or deliver **“Money”** or **“Securities”** from any account maintained by **“You”** at such institution, without **“Your”** knowledge or consent.
- M. **“Faithful Performance of Duty for Government Employees”** means loss or damage to “money”, “securities” and “other property” resulting directly from the failure of any “employee” to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

- N. **“Indirect or Consequential Loss”** is a loss that is the indirect result of any act or **“Occurrence”** covered by this **“Memorandum of Coverage,”** including, but not limited to loss resulting from:
- 1) **“Your”** inability to realize income that **“You”** would have realized had there been no loss of or loss from damage to **“Money,” “Securities”** or **“Other Property,”** or
 - 2) payment of damages of any type for which **“You”** are legally liable except as specifically covered under **Part D – Forgery or Alteration Coverage** or **“Your”** liability for damage to premises you do not own under **Part B-Inside the Premises Coverage.**
- O. **“Messenger”** means any of **“Your” “Employees”** who is authorized by **“You”** to have care and custody of **“Money,” “Securities”** or **“Other Property”** outside the **“Premises.”**
- P. **“Money”** means currency, coin, bank notes and bullion owned or held by **“You”** on behalf of others.
- Q. **“Occurrence”**:
- 1) As respects **Coverage C- Crime Coverages - Section 1-Part A-Employee Dishonesty Coverage**, **“Occurrence”** means an individual act; the combined total of all separate acts whether or not related; or a series of acts whether or not related; committed by an “employee” acting alone or in collusion with other persons, during the **“Memorandum”** period, before such period, or both. In the event an **“Employee”** is an **“Employee”** of more than one **“Member”** at the time that **“Employee”** commits dishonest acts, the combined total of all separate acts whether or not related, committed by that **“Employee”**, acting alone or in collusion with other persons, shall be considered as a single **“Occurrence”** and a single Limit of Insurance will apply to all **“Members”**.
 - 2) As respects **Coverage C- Crime Coverages - Section 1-Part B-Inside the Premises Coverages, Part C- Outside the Premises Coverages, Part D-Forgery and Alteration Coverage, Part E- Computer Fraud Coverage, Part F- Money Orders and Counterfeit Paper Coverage, Part G- Credit Card Fraud Coverage and Part H - Funds Transfer Fraud Coverage**, **“Occurrence”** means all loss or losses caused by any **“Third Party”** or in which that **“Third Party”** is involved, whether the loss involves one or more items, one or more **“Third Parties”** or a single act or series of related acts.
 - 3) As to losses involving the disappearance or destruction of **“Money”** or **“Securities,”** **“Occurrence”** means all disappearances or destruction which result from the same event or related series of events.
- R. **“Other Bonds or Insurance”** means any primary [not excess] bonds or insurance coverage **“You”** or any other party in interest acquire as protection against risks covered by **Coverage C-Crime Coverages.**
- S. **“Other Property”** means any tangible property other than **“Money”** or **“Securities”** owned by **“You”** or held by **“You”** on behalf of others that has intrinsic value which is not otherwise excluded.

- T. **“Premises”** means the interior of that portion of any buildings **“You”** occupy in conducting school related activities.
- U. **“Robbery”** means the unlawful taking of **“Money,” “Securities”** or **“Other Property”** from the care and custody of an **“Employee,” “Messenger”** or other authorized person by a **“Third Party”** who has caused or threatened to cause the **“Employee,” “Messenger”** or other authorized person with bodily harm.
- V. **“Safe Burglary”** means the taking of:
- 1) **“Money,” “Securities”** or **“Other Property”** from within a locked safe or vault by a **“Third Party”** unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - 2) a safe or vault from inside the **“Premises.”**
- W. **“Securities”** means all negotiable and non-negotiable instruments or contracts representing either **“Money”** or **“Other Property”** owned by **“You”** or held by **“You”** and includes:
- 1) tokens, tickets and stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - 2) evidence of debt issued in connection with credit or charge cards, but does not include **“Money.”**
- X. **“Term”** means the one-year period commencing July 1 of a given year and ending June 30 of the following year which is identified as “Term of Memorandum of Coverage” on the first page of the **“Memorandum of Coverage.”**
- Y. **“Termination”** means the expiration of a **“Memorandum of Coverage”** at the end of a **“Term.”**
- Z. **“Theft”** means the unlawful taking of **“Money,” “Securities”** or **“Other Property.”**
- AA. **“Third Party”** means a person other than an **“Employee.”**

The “Authority” secures a separate Crime policy on behalf of its “Members” with the following limits and Deductibles:

Coverages	Limit of Insurance Per Occurrence	Deductible Per Occurrence
Part A. Employee Theft – Per Loss	\$2,000,000	\$250,000
Part B. Inside the Premises	\$2,000,000	\$250,000
Part C. Outside the Premises	\$2,000,000	\$250,000
Part D. Forgery or Alteration	\$2,000,000	\$250,000
Part E. Computer and Funds Transfer Fraud	\$2,000,000	\$250,000
Part F. Money Orders and Counterfeit Money	\$2,000,000	\$250,000
Part G. Credit, Debit or Charge Card Forgery	\$2,000,000	\$250,000
Part H. Faithful Performance of Duty for Government Employees	\$1,500,000	\$250,000

The most the Insurer will pay for all loss resulting directly from an “Occurrence” is the applicable Limit of Insurance indicated in the schedule above– “Limit of Coverage and Deductible Amount”. If any loss is covered under more than one Insuring Agreement or Coverage, the most the Insurer will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or coverages.

COVERAGE D: CYBER COVERAGE

The “Authority” secures a separate Cyber policy on behalf of its “Members” with the following limits and Retentions:

A. COVERAGES & LIMITS:

1. \$25,000,000 Annual “**Policy**” and Program Aggregate Limit of Liability

(subject to “**Policy**” exclusions) for all “**Members**” combined (Aggregate for all coverage's combined, including Claims Expenses), subject to the following sub- limits as noted

2. \$2,000,000 Annual Aggregate Limit of Liability for each

Insured/Member for Information Security & Privacy Liability. Each Member of a JPA will have a \$2,000,000 Limit Each (Aggregate for all coverages combined, including Claim Expenses) but sublimited to:

B. BREACH RESPONSE

Breach Response Costs:	\$500,000	Annual Aggregate Limit of Liability for each Insured/Member Privacy Notification Costs coverage. (Limit is increased to \$1,000,000 if Beazley Vendor Services are used)
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FIRST PARTY LOSS

Business Interruption Loss:	\$2,000,000	Member Aggregate Limit of Liability for each “Member” resulting from Security Breach
	\$250,000	Member Aggregate Limit of Liability for each Insured /Member resulting from System Failure
Dependent Business Loss:	\$750,000	Member Aggregate Limit of Liability for each Insured/Member resulting from Dependent Security Breach
Cyber Extortion Loss:	\$2,000,000	Member Aggregate Limit of Liability for each Insured/Member Cyber Extortion Loss
Data Recovery Costs:	\$2,000,000	Member Aggregate Limit of Liability for each Insured/Member Data Protection Loss

LIABILITY

Data & Network Liability:	\$2,000 ,000	Annual Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Network Liability
Regulatory Defense & Penalties:	\$2,000,000	Annual Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Regulatory Defense & Penalties
Payment Card Liabilities & Costs:	\$2,000 ,000	Annual Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses for Payment Card Liabilities & Costs

Media Liability: \$2,000,000 **Annual Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Website Media Content Liability**

ECRIME

Fraudulent Instruction: \$50,000 **Member Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Fraudulent Instruction.**

Funds Transfer Fraud: \$50,000 **Member Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Funds Transfer Fraud**

Telephone Fraud: \$50,000 **Member Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Telecommunications Fraud**

***CRIMINAL
REWARD***

Criminal Reward: \$25,000 **Member Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Criminal Reward.**

***COVERAGE
ENDORSEMENT(S)***

Consequential Reputational Loss: \$50,000 **Member Aggregate Limit of Liability** for each Insured/Member for all Damages and Claims Expenses for **Consequential Reputational Loss**

RETENTIONS: \$50,000 Per Occurrence for each Insured/Member with TIV up to \$500,000,000 at the time of loss
8 Hour waiting period for first party claims
\$100,000 Per Occurrence for each Insured/Member with TIV greater than \$500,000,000 at the time of loss
8 Hour waiting period for first party claims

NOTICE:

Coverage of this “**Policy**” provides coverage on a claim made and reported basis; except as otherwise provided, coverage under noted coverage schedule applies only to claims first made against the “**You**” and reported to “**Us**” during the “**Policy Period**”. Claims expenses shall reduce the applicable Limit of Liability.

EXTENDED REPORTING PERIOD:

For “**Members**” - To be determined at the time of election.

C. SPECIFIC COVERAGE PROVISIONS:

- A. Breach Response indemnifies the “**Member**” Organization for Breach Response Costs incurred by the Insured Organization because of an actual or reasonably suspected Data Breach or Security Breach that the Insured first discovers during the “**Policy Period**”.
- B. First Party Loss indemnifies the “**Member**” for: Business Interruption Loss the “**Member**” sustains as a result of a Security Breach or System Failure that the “**Member**” first discovers during the “**Policy Period**”. Dependent Business Interruption Loss indemnifies loss the “**Member**” sustains as a result of a Dependent Security Breach or a Dependent System Failure that the “**Member**” first discovers during the “**Policy Period**”. Cyber Extortion Loss indemnifies loss the “**Member**” incurs as a result of an Extortion Threat first made against the “**Member**” during the “**Policy Period**”. Data Recovery Costs indemnifies the loss “**Member**” incurs as a direct result of a Security Breach that the “**Member**” first discovers during the “**Policy Period**”.
- C. Liability: Data & Network Liability pays Damages and Claims Expenses, which the “**Member**” is legally obligated to pay because of any Claim first made against any “**Member**” during the “**Policy Period**”. Regulatory Defense & Penalties pays Penalties and Claims Expenses, which the “**Member**” is legally obligated to pay because of a Regulatory Proceeding first made against any “**Member**” during the “**Policy Period**” for a Data Breach or a Security Breach. Payment Card Liabilities & Costs indemnifies the “**Member**” for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any “**Member**” during the “**Policy Period**”. Media Liability pays Damages and Claims Expenses, which the “**Member**” is legally obligated to pay because of any Claim first made against any “**Member**” during the “**Policy Period**” for Media Liability.
- D. eCrime indemnifies the **Member**” for any direct financial loss sustained resulting from:

- i. Fraudulent Instruction
- ii. Funds Transfer Fraud
- iii. Telephone Fraud

That the “**Member**” first discovers during the “**Policy**”.

SPECIFIC COVERAGE PROVISIONS (Continued)

E. Criminal Reward indemnifies the “**Member**” for Criminal Reward Funds.

D. EXCLUSIONS:

(Including but not limited to)

Coverage does not apply to any claim or loss from

- Bodily Injury or Property Damage
- Any employer-employee relations, policies, practices
- Any actual or alleged act, error or omission or breach of duty by any director, officer, manager if claim is brought by principals, officers, directors, stockholders and the like
- Anti-Trust violations
- Unfair trade practices
- Unlawful collection or acquisition of Personally Identifiable Non-Public Information
- Distribution of unsolicited e-mails, facsimile, audio or video recording
- Prior knowledge or previously reported incidents
- Incidents occurring prior to retroactive date (varies according to Members’ inception date no earlier than July 1, 2010)
- Any act, error, omission, of computer security if occurred prior to “**Policy**” inception
- Collusion
- Securities Act Violations
- Fair Labor Act Violations
- Discrimination
- Intentional Acts with regard to Privacy and Security Breach
- Infringement - Patent and Copyright
- Federal Trade Commission and related state, federal, local and foreign governmental activities
- Insured vs. Insured
- Money/Securities/Funds Transfer
- Broadcasting, Publications and Advertising

- War and Terrorism
- Nuclear Incident
- Radioactive Contamination
- First Party Loss - with respects to Business Interruption as a result of System Failure only

E. DEFINITIONS

Additional Insured means any person or entity that the “**Member**” has agreed in writing to add as an Additional Insured under this “**Policy**” prior to the commission of any act for which such person or entity would be provided coverage under this “**Policy**”, but only to the extent the “**Member**” would have been liable and coverage would have been afforded under the terms and conditions of this “**Policy**” had such Claim been made against the “**Member**”.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person.

Breach Notice Law also includes any statute or regulation requiring notice of a Data Breach to be provided to governmental or regulatory authorities.

Breach Response Costs means the following fees and costs incurred by the “**Member**” with the Underwriters' prior written consent in response to an actual or reasonably suspected Data Breach or Security Breach:

1. for an attorney to provide necessary legal advice to the “**Member**” to evaluate its obligations pursuant to Breach Notice Laws or a Merchant Services Agreement;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected Data Breach, and if such Data Breach is actively in progress on the “**Member’s**” Computer Systems, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected Data Breach involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the “**Member’s**” PCI compliance, as required by a Merchant Services Agreement;
4. to notify those individuals whose Personally Identifiable Information was potentially impacted by a Data Breach;
5. to provide a call center to respond to inquiries about a Data Breach;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose

Personally Identifiable Information was potentially impacted by a Data Breach;
and

7. public relations and crisis management costs directly related to mitigating harm to the **“Member”** which are approved in advance by the Underwriters in their discretion.

Breach Response Costs will not include any internal salary or overhead expenses of the **“Member”**.

Business Interruption Loss means:

1. Income Loss;
2. Forensic Expenses; and
3. Extra Expense;

actually, sustained during the Period of Restoration as a result of the actual interruption of the **“Member’s”** business operations caused by a Security Breach or System Failure. Coverage for Business Interruption Loss will apply only after the Waiting Period has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) Dependent Business Loss; or (vi) Data Recovery Costs.

Claim means:

1. a written demand received by any **“Member”** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a Regulatory Proceeding against any **“Member”**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **“Member”** to fulfill the **“Member’s”** contractual obligation to provide notice of a Data Breach pursuant to a Breach Notice Law;

Multiple Claims arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Claim for the purposes of this **“Policy”**. All such Claims will be deemed to have been made at the time of the first such Claim.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a Claim, if incurred by the Underwriters, or by the **“Member”** with the prior written consent of the Underwriters; and

2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any Claim against a **“Member”**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Member** for any time spent in cooperating in the defense and investigation of any Claim or circumstance that might lead to a Claim notified under this **“Policy”**, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **“Member”**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **“Member”** and used for the purpose of providing hosted computer application services to the **“Member”** or for processing, maintaining, hosting or storing the **“Member’s”** electronic data.

Retroactive Date means:

1. the inception or effective date the **“Member”** to first become a scheduled Named Insured to the **“Memorandum”** but no earlier than July 1, 2010; and
2. with respect to any Subsidiaries acquired after the Retroactive Date, whereas, the date the **“Member”** acquired such Subsidiary.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **“Member”** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **“Member”** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this **“Policy”**; but will not include any amount based upon information provided by the **“Member”**, the **“Member’s”** auditors or any individual hired or retained to investigate the illegal acts. All Criminal Reward Funds offered pursuant to this **“Policy”** must expire no later than 6 months following the end of the **“Policy Period”**.

Cyber Extortion Loss means:

1. any Extortion Payment that has been made by or on behalf of the **“Member”** with the Underwriters' prior written consent to prevent or terminate an Extortion Threat; and
2. reasonable and necessary expenses incurred by the **“Member”** with the Underwriters' prior written consent to prevent or respond to an Extortion Threat.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but Damages will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by a **“Member”**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to a **“Member”** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **“Member’s”** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **“Member”** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an Insured is responsible to pay under a Merchant Services Agreement; or
9. any amounts for which the **“Member”** is not liable, or for which there is no legal recourse against the **“Member”**.

Data means any software or electronic data that exists in Computer Systems and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information that is in the care, custody or control of the **“Member”** or a third party for whose theft, loss or Unauthorized Disclosure of Personally Identifiable Information or Third Party Information the **Member** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **“Member”** to regain access to, replace, or restore Data, or if Data cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **“Member”** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to Data, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of Data; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) Cyber Extortion Loss.

Dependent Business means any entity that is not a part of the **“Member”** but which provides necessary products or services to the **“Member”** pursuant to a written contract.

Dependent Business Loss means:

1. Income Loss; and
2. Extra Expense;

actually, sustained during the Period of Restoration as a result of an actual interruption of the “**Member’s**” business operations caused by a Dependent Security Breach or Dependent System Failure. Coverage for Dependent Business Loss will apply only after the Waiting Period has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) Business Interruption Loss; or (vi) Data Recovery Costs.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a Dependent Business.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a Dependent Business.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a Dependent Security Breach, or (ii) the interruption of computer systems that are not operated by a Dependent Business.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Extortion Payment means Money, Digital Currency, marketable goods or services demanded to prevent or terminate an Extortion Threat.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt Data;
2. perpetrate the Unauthorized Access or Use of Computer Systems;
3. prevent access to Computer Systems or Data;
4. steal, misuse or publicly disclose Data, Personally Identifiable Information or Third-Party Information;

5. introduce malicious code into Computer Systems or to third party computer systems from Computer Systems; or
6. interrupt or suspend Computer Systems;
unless an Extortion Payment is received from or on behalf of the **“Member”**.

Extra Expense means reasonable and necessary expenses incurred by the **“Member”** during the Period of Restoration to minimize, reduce or avoid Income Loss, over and above those expenses the **“Member”** would have incurred had no Security Breach, System Failure, Dependent Security Breach or Dependent System Failure occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer mutual fund, or liquid assets fund or similar investment company where the **“Member”** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **“Member”** to investigate the source or cause of a Business Interruption Loss.

Fraudulent Instruction means the transfer, payment or delivery of Money or Securities by a **“Member”** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **“Member”** through the misrepresentation of a material fact which is relied upon in good faith by such **“Member”**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person Insured, but had authorized access to the **“Member’s”** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of Fraudulent Instruction.

Funds Transfer Fraud means the loss of Money or Securities contained in a Transfer Account at a Financial Institution resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a Financial Institution directing such institution to

transfer, pay or deliver Money or Securities from any account maintained by the “**Member**” at such institution, without the “**Member**”’s “knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the “**Member**’s” financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural “**Member**”;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from Funds Transfer Fraud;
6. any legal costs or legal expenses; or proving or establishing the existence of Funds Transfer Fraud;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the “**Member**” would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Member**” (including payroll), but only to the extent that such operating expenses must necessarily continue during the Period of Restoration.

Individual Contractor means any natural person who performs labor or service for the “**Member**” pursuant to a written contract or agreement with the “**Member**”. The status of an individual as an Individual Contractor will be determined as of the date of an alleged act, error or omission by any such Individual Contractor.

Insured means:

1. the **“Member”**;
2. any director or officer of the **“Member”**, but only with respect to the performance of his or her duties as such on behalf of the **“Member”**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or Individual Contractor of the **“Member”**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **“Member’s”** business;
4. a principal if the **Member”** is a sole proprietorship, or a partner if the **“Member”** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Member”**;
5. any person who previously qualified as a **“Member”** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **“Member”**;
6. an Additional Insured, but only as respects Claims against such person or entity for acts, errors or omissions of the **“Member”**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **“Member”** in the event of such **“Member’s”** death, incapacity, insolvency or bankruptcy, but only to the extent that such **“Member”** would otherwise be provided coverage under this **“Policy”**; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **“Member”**, but solely by reason of any act, error or omission of an Insured other than such spouse or domestic partner.

Insured Organization means the **“Member”** and any Subsidiaries.

Loss means Breach Response Costs, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties, loss covered under the eCrime insuring agreement and any other amounts covered under this **“Policy”**.

Multiple Losses arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single Loss for the purposes of this **“Policy”**.

With respect to the Breach Response and **“Member”** Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a Loss or multiple Losses in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **“Member”** in the course of creating, displaying, broadcasting, disseminating or releasing Media Material to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such Media Material.

Merchant Services Agreement means any agreement between a **“Member”** and a financial institution, credit debit card company, credit debit card processor or independent service operator enabling a **“Member”** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

“Member” means the **“Members”** listed in the **“Memorandum”**.

PCI Fines, Expenses and Costs means the monetary amount owed by the **“Member”** under the terms of a Merchant Services Agreement as a direct result of a suspected Data Breach. With the prior consent of the Underwriters, PCI Fines, Expenses and Costs includes reasonable and necessary legal costs and expenses incurred by the **“Member”** to appeal or negotiate an assessment of such monetary amount. PCI Fines, Expenses and Costs will not include any charge backs, interchange fees, discount fees or other fees unrelated to a Data Breach.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a Regulatory Proceeding; and
2. amounts which the “**Member**” is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a Regulatory Proceeding (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve Computer Systems; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of Personally Identifiable Information or other information.

The insurability of Penalties will be in accordance with the law in the applicable venue that most favors coverage for such Penalties.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the “**Member’s**” business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under and Breach Notice Law; and
2. an individual's driver's license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information but will not include information that is lawfully made available to the general public.

“**Policy Period**” means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this “**Policy**” and specifically excludes any Optional Extension Period or any prior “**Policy**” or renewal period.

Privacy Policy means the “**Member’s**” public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to Personally Identifiable Information.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either Money or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. Unauthorized Access or Use of Computer Systems, including Unauthorized Access or Use resulting from the theft of a password from a Computer System or from any **“Member”**;
2. a denial of service attack affecting Computer Systems;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by a **“Member”**; or
4. infection of Computer Systems by malicious code or transmission of malicious code from Computer Systems.

Subsidiary means any not-for-profit entity:

1. which, on or prior to the inception date of this **“Policy”**, the governing body of the **“Member”** exerts effective control, directly and indirectly, and whose accounts are included with or consolidated into financial statements of the **“Member”**; and
2. which the governing body of the **“Member”** exerts effective control, directly and indirectly after the inception date of this **“Policy”**; provided that:
 - (i) the value of the sum of all assets (including, but not limited to, real estate, securities assumed indebtedness and other consideration) expended, assumed or exchanged for any such acquisition, formation or merger does not exceed 5% of the total assets of the **“Member”** and its consolidated subsidiaries and affiliates;
 - (ii) the combined or consolidated operations and the acquired, formed or merged entity are not materially different from those of the **“Member”** prior to the acquisition, formation or merger;
 - (iii) coverage with respect to that newly formed, acquired or merged entity will begin on the date of acquisition, formation or merger, and there is no coverage for any entity acquired by or merged into the **“Member”** or for any person with respect to that entity for **“Occurrences”** happening prior to the date of acquisition or merger.

This **“Policy”** provides coverage only for acts, errors, omissions, incidents or events that occur while the **“Member”** exerts effective control, directly and indirectly over an entity.

System Failure means an unintentional and unplanned interruption of Computer Systems.

System Failure will not include any interruption of computer systems resulting from (i) a Security Breach, or (ii) the interruption of any third-party computer system.

Telephone Fraud means the act of a third-party gaining access to and using the “**Member’s**” telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this “**Policy**” which is not available to the general public.

Transfer Account means an account maintained by the “**Member**” at a Financial Institution from which the “**Member**” can initiate the transfer, payment or delivery of Money or Securities.

Unauthorized Access or Use means the gaining of access to or use of Computer Systems by an unauthorized person(s) or the use of Computer Systems in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the “**Member**” is without knowledge of, consent or acquiescence of any member of the Control Group.

Waiting Period means the period of time that begins upon the actual interruption of the “**Member’s**” business operations caused by a Security Breach, System Failure, Dependent Security Breach or Dependent System Failure, and ends after the elapse of the number of hours listed as the Waiting Period in the Declarations.

F. EXCLUSIONS

The coverage under this “**Policy**” will not apply to any Loss arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a Data Breach or Security Breach, provided no member of the Control Group participated or colluded in such Data Breach or Security Breach;

Gathering or Distribution of Information

1. the unlawful collection or retention of Personally Identifiable Information or other personal information by or on behalf of the **“Member”**; but this exclusion will not apply to Claims Expenses incurred in defending the **“Member”** against allegations of unlawful collection of Personally Identifiable Information; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the **“Member”**; but this exclusion will not apply to Claims Expenses incurred in defending the **“Member”** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this **“Policy”** if any member of the Control Group on or before the Retroactive Date knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a Claim or Loss;
2. any Claim, Loss, incident or circumstance for which notice has been provided under any prior **“Policy”** of which this **“Policy”** is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **“Member’s”** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a Data Breach; provided no member of the Control Group participated or colluded in such Data Breach;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation; Criminal, Intentional or Fraudulent Acts

any criminal dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by a **“Member”**, or by others if the **“Member”** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. Claims Expenses incurred in defending any Claim alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a **Member**, if such **“Member”** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such Claim or Loss.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the Control Group will be imputed to the **“Member”**; Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or Unauthorized Access or Use of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **“Member”**; or
3. use or misappropriation of any ideas, trade secrets or Third Party Information (i) by, or on behalf of, the **“Member”**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group;

Governmental Actions;

a Claim brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other & Related Enterprises;

a Claim made by or on behalf of:

1. any **“Member”**; but this exclusion will not apply to a Claim made by an individual that is not a member of the Control Group under the Data & Network Liability insuring agreement, or a Claim made by an Additional Insured; or
2. any business enterprise in which any **“Member”** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **“Member”**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the Insured or others in the care, custody or control of the **“Member”**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **“Member”** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement; Media -Related Exposures with respect to the Media Liability insuring agreement:

- a. any contractual liability or obligation; but this exclusion will not apply to a Claim for misappropriation of ideas under implied contract;
- b. the actual or alleged obligation to make licensing fee or royalty payments;
- c. any costs or expenses incurred or to be incurred by the **“Member”** or others for the reprinting, reposting, recall, removal or disposal of any Media Material or any other information, content or media, including any media or products containing such Media Material, information, content or media;
- d. any Claim brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;

6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any Claim made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in Media Material or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss;

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the “**Member**” to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or Computer Systems to a level beyond that which existed prior to a Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the “**Member’s**” direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

ENDORSEMENT NO. 1

WEBSITE MEDIA CONTENT LIABILITY

This endorsement modifies insurance provided under the following:

1. The definition of Media Liability is deleted in its entirety and replaced with the following:

Media Liability means one or more of the following acts committed by, or on behalf of, the “**Member**” in the course of the “**Member’s**” display of Media Material on its web site or on social media web pages created and maintained by or on behalf of the “**Member**”:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name; or
7. improper deep-linking or framing within electronic content.

2. The definition of Media Material is deleted in its entirety and replaced with the following:

Media Material means any information in electronic form, including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forum, bulletin board and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such Media Material.

All other terms and conditions of this “**Memorandum**” remain unchanged.

ENDORSEMENT NO. 2

CONSEQUENTIAL REPUTATIONAL LOSS

This endorsement modifies insurance provided under the following:

3. INSURING AGREEMENTS is amended by the addition of:

Consequential Reputational Loss:

To indemnify the **“Member”** for Consequential Reputational Loss, that the **Member”** incurs during the Notification Period as a result of (i) an actual or reasonably suspected Data Breach or Security Breach that the **“Member”** first discovers during the **“Policy Period”** and (ii) for which individuals have been notified pursuant to part 4. of the Breach Response Services definition.

4. For purposes of this endorsement, DEFINITIONS is amended to include:

Consequential Reputational Loss means the Income Loss during the Notification Period; provided that Consequential Reputational Loss shall not mean and no coverage shall be available under this endorsement for any of the following: loss arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **“Member”** incurs to identify, investigate, respond to or remediate an actual or reasonably suspected Data Breach or Security Breach.

Income Loss means the net profit resulting directly from the **“Member’s”** business operations, before income taxes, that the **“Member”** is prevented from earning as a direct result of damage to the **“Member’s”** reputation caused by an actual or reasonably suspected Data Breach or Security Breach. In determining Income Loss, due consideration shall be given to the prior experience of the **“Member’s”** business operations before the beginning of the Notification Period and to the reasonable and probable business operations the **“Member”** could have performed had the actual or reasonably suspected Data Breach or Security Breach not occurred.

Income Loss does not include any internal salary, costs or overhead expenses of the **“Member”**.

Notification Period means the 30-day period that begins on the specific date on which Notified Individuals first receive notification of the incident for which Notification Services are provided.

5. Notice of Claim or Loss under GENERAL CONDITIONS is amended to include:

With respect to Consequential Reputational Loss the **“Member”** must notify the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **“Member”** will provide the Underwriters a proof of Consequential Reputational Loss. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than six (6) months after the end of the **“Policy Period”**. The costs and expenses of preparing and submitting a proof of loss and establishing or proving Consequential Reputational Loss shall be the **“Member’s”** obligation and are not covered under this **“Policy”**.

ENDORSEMENT NO. 3

GDPR CYBER ENDORSEMENT

This endorsement modifies insurance provided under the following:

It is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):

- (a) Article 5.1(f), also known as the Security Principle;
- (b) Article 32, Security of Processing; I.
- (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or II.
- (d) Article 34, Communication of a Personal Data Breach to the Data Subject

ENDORSEMENT NO. 4

OTHER INSURANCE AMENDMENT ENDORSEMENT

GENERAL CONDITIONS

Other Insurance

The insurance under this **“Policy”** will apply in excess of any other valid and collectible insurance available to any **“Member”** unless such other insurance is written only as specific excess insurance over this **“Policy”**.

The insurance under this **“Policy”** shall not apply to any Claim for which a **“Member”** has coverage under any other policy.

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, CRIME & CYBER COVERAGES

The schedule of covered “Members” is as follows including any other Educational Entities or Charter Schools added during the Term of this Memorandum of Coverage not named in Schedule A:

SCHEDULE A: MEMBERS

1. 21st Century Charter School dba 21st Century Public Academy
2. ABQ Charter Academy
3. ABQ Collegiate Charter School
4. Academy for Technology and the Classics
5. ACE Leadership High School
6. ACES Technical Charter School
7. Alamogordo Public Schools
8. Albuquerque Bilingual Academy
9. Albuquerque Institute of Math and Science (AIMS@UNM)
10. Albuquerque School of Excellence
11. Albuquerque Talent Development Academy
12. Aldo Leopold Charter School
13. Alice King Community School
14. Alma D’ Arte Charter High School
15. Altura Preparatory Academy
16. Amy Biehl Charter School
17. Anansi Charter School
18. Animas Charter School
19. Artesia Public Schools
20. Aztec Municipal Schools
21. Belen Consolidated Schools
22. Bernalillo Public Schools
23. Bloomfield School District
24. Capitan Municipal Schools
25. Carlsbad Municipal Schools
26. Carrizozo Municipal Schools
27. Central Consolidated School District #22
28. Cesar Chavez Community School
29. Chama Valley Independent Schools
30. Christine Duncan Heritage Academy
31. Cien Aguas International School

32. Cimarron Municipal Schools
33. Clayton Municipal Schools
34. Cloudcroft Municipal School
35. Clovis Municipal Schools
36. Cobre Consolidated Schools
37. Cooperative Educational Services
38. Coral Community Charter School
39. Corona Public Schools
40. Corrales International Charter School
41. Cottonwood Valley Charter School
42. Cottonwood Classical Preparatory School
43. Cuba Independent Schools
44. DATA Charter School (Digital Arts & Technology Academy)
45. Deming Cesar Chavez High School
46. Deming Public Schools
47. Des Moines Municipal Schools
48. Dexter Consolidated Schools
49. Dora Consolidated Schools
50. Dream Dine' Charter School
51. Dulce Independent Schools
52. DZIL DIT L'OOI School of Empowerment, Action & Perseverance (DEAP)
53. East Mountain Charter School
54. Eastern New Mexico University
55. Eastern New Mexico University - Roswell
56. El Camino Real Academy
57. Elida Municipal Schools
58. Espanola Municipal Schools
59. Estancia Municipal Schools
60. Estancia Valley Classical Academy
61. Eunice Public Schools
62. Explore Academy
63. Explore Academy – Las Cruces
64. Farmington Municipal Schools
65. Floyd Municipal Schools
66. Fort Sumner Municipal Schools
67. Gadsden Independent Schools
68. Gallup-McKinley County Public Schools
69. Gilbert L. Sena Charter High School DBA: CEPI #2
70. Gordon Bernell Charter School
71. Grady Municipal Schools
72. Grants Cibola County Schools
73. Hagerman Municipal Schools
74. Hatch Valley Municipal Schools

75. Health Leadership High School
76. Hobbs Municipal Schools
77. Hondo Valley Public Schools
78. Horizon Academy West
79. Hozho Academy
80. House Municipal Schools
81. J. Paul Taylor Academy
82. Jal Public Schools
83. Jefferson Montessori Academy
84. Jemez Mountain Public Schools
85. Jemez Valley Public Schools
86. La Academia de Esperanza
87. La Academia de Idiomas Y Cultura
dba La Academia Dolores Huerta Middle School
88. Albuquerque Bilingual Academy
89. La Tierra Montessori School of the Arts & Science
90. Lake Arthur Municipal Schools
91. Las Cruces Public Schools
92. Las Montañas Charter High School
93. Las Vegas City Public Schools
94. Logan Municipal Schools
95. Lordsburg Municipal Schools
96. Los Alamos Public Schools
97. Los Lunas Public Schools
98. Los Puentes Charter School
99. Loving Municipal Schools
100. Lovington Municipal Schools
101. Luna Community College
102. Magdalena Municipal Schools
103. Mark Armijo Academy
104. Maxwell Municipal Schools
105. McCurdy Charter School
106. Media Arts Collaborative Charter School
107. Melrose Municipal Schools
108. Mesa Vista Consolidated Schools
109. Mesalands Community College
110. Middle College High School
111. Mission Achievement and Success Charter School
112. Monte Del Sol Charter School
113. Montessori of the Rio Grande
114. Mora Independent Schools
115. Moreno Valley Charter High School
116. Moriarty Municipal Schools
117. Mosaic Academy
118. Mosquero Municipal Schools

- 119.Mountain Mahogany Community School
- 120.Mountainair Public Schools
- 121.National Education Association New Mexico (NEA-NM)
- 122.Native American Community Academy
- 123.New Mexico Activities Association
- 124.New Mexico Association of School Business Officials
- 125.New Mexico Coalition for Educational Leaders
- 126.New Mexico Connections Academy
- 127.New Mexico Highlands University
- 128.New Mexico International School
- 129.New Mexico Public Schools Insurance Authority
- 130.New Mexico School for the Arts
- 131.New Mexico School for the Arts – Art Institute
- 132.New Mexico School for the Blind and Visually Impaired
- 133.North Valley Academy
- 134.Pecos Connections Academy
- 135.Pecos Independent Schools
- 136.Penasco Independent Schools
- 137.Pojoaque Valley Public Schools
- 138.Portales Municipal Schools
- 139.Public Academy for Performing Arts
- 140.Quemado Independent Schools
- 141.Questa Independent Schools
- 142.Raices del Saber Xinachtli Community School Charter
- 143.Raton Public Schools
- 144.Red River Valley Charter
- 145.Regional Education Cooperative # 2
- 146.Regional Education Cooperative #6
- 147.Regional Education Cooperative # 7
- 148.Regional Education Cooperative #8
- 149.Reserve Independent Schools
- 150.Rio Gallinas Charter School
- 151.Rio Grande Academy of Fine Arts
- 152.Rio Rancho Public Schools
- 153.Robert F. Kennedy Charter School
- 154.Roots and Wings Community School
- 155.Roswell Independent Schools
- 156.Roy Municipal Schools
- 157.Ruidoso Municipal Schools
- 158.San Diego Riverside Charter School
- 159.San Jon Municipal Schools
- 160.Sandoval Academy of Bilingual Education
- 161.Santa Fe Community College
- 162.Santa Fe Public Schools
- 163.Santa Rosa Consolidated Schools

- 164.School of Dreams Academy (SODA)
- 165.Sidney Gutierrez Middle Schools
- 166.Siembra Leadership High School
- 167.Silver Consolidated Schools
- 168.Six Directions Indigenous School
- 169.Socorro Consolidated Schools
- 170.Solare Collegiate Charter School
- 171.South Valley Academy
- 172.South Valley Preparatory School
- 173.Southwest Aeronautics, Mathematics and Science Academy
- 174.Southwest Preparatory Learning Center
- 175.Southwest Secondary Learning Center
- 176.Springer Municipal Schools
- 177.Taos Academy
- 178.Taos Charter School
- 179.Taos Integrated School of the Arts
- 180.Taos International School
- 181.Taos Municipal Schools
- 182.Tatum Municipal Schools
- 183.Technology Leadership High School
- 184.Texico Municipal Schools
- 185.The Albuquerque Sign Language Academy
- 186.The ASK Academy
- 187.The Great Academy
- 188.The International School at Mesa Del Sol
- 189.The MASTERS Program
- 190.The Montessori Elementary Schools
- 191.The New America School, Las Cruces
- 192.The New America School, New Mexico (Albuquerque)
- 193.THRIVE Community School
- 194.Tierra Adentro Charter School
- 195.Tierra Encantada Charter High School
- 196.Truth or Consequences Municipal Schools
- 197.Tucumcari Public Schools
- 198.Tularosa Municipal Schools
- 199.Turquoise Trail Charter School
- 200.Vaughn Municipal Schools
- 201.Vista Grande High School
- 202.Voz Collegiate Preparatory Charter School
- 203.Wagon Mound Public School
- 204.Walatowa High Charter School
- 205.West Las Vegas Public Schools
- 206.Western New Mexico University
- 207.William W. & Josephine Dorn Charter School
- 208.Zuni Public Schools

ENDORSEMENT NO. 5

Attached to and forming part of the PROPERTY, AUTOMOBILE PHYSICAL DAMAGE & CRIME and CYBER COVERAGES - MEMORANDUM OF COVERAGE, NMPSIA MOC No. P025

Only as respects losses within the “**Authority’s**” retention, this endorsement extends the Territory for interests of the “**Member**” for “**Personal Property**” coverage for which the “**Member**” becomes legally liable, to “**Personal Property**” located or in transit anywhere in the world, but such extension shall be subject to a limit of \$50,000 per occurrence.

Nothing herein contained shall alter, vary or extend any provisions or conditions of this “**Policy**” other than as above stated.

ENDORSEMENT NO. 6

SPECIFIED MEMBERS - LIMITED PARTICIPATION COVERAGE ENDORSEMENT

Pursuant to NMSA 1978, §22-29-1 et seq. and New Mexico Administrative Code, Title 6, Chapter 50, Parts 1-18, this Memorandum of Coverage (“**Memorandum**”) is an agreement by the New Mexico Public School Insurance Authority (the “**Authority**”) and its “**Members,**” as listed in Schedule A attached hereto, to provide or obtain insurance protection for all covered losses subject to the limits and other terms and conditions of this “**Memorandum**” and any endorsements attached.

This endorsement modifies insurance of this “**Memorandum**” provided under:

COVERAGE B: AUTOMOBILE PHYSICAL DAMAGE

SCHEDULE A: MEMBERS (As listed)

130. New Mexico School for the Blind and Visually Impaired

Schedule			
Coverage Part	Coverage	Covered	Not Covered
Coverage A	Property Coverage		X
Coverage B	Automobile Physical Damage	X	
Coverage C	Crime Coverage		X
Coverage D	Cyber Coverage		X

It is hereby understood and agreed that the insurance under this “**Memorandum**” shall only apply to the “**Member**” as listed in Schedule A and coverage as designated and described in the Schedule of this endorsement.

1. For purposes of this endorsement, I. GENERAL DEFINITIONS, Item 4., is amended with the following:

The word “**Automobile**”, “**Automobiles**” means a land motor vehicle of a commercial type used solely for the bus transportation of passengers. An “**Automobile**” does not include any motor vehicle or private passenger type owned

by or registered in the name of the “**Member**”, any employee, volunteer, officer, or board member, of a “**Member**,” or any motor vehicle insured elsewhere for physical damage coverage.

2. INTEREST & AUTOMOBILES COVERED is amended with the following:

A “**Covered Automobile**” is:

- A) An “**Automobile**” “**You**” own, hire or borrow including equipment permanently installed in the “**Automobile**”.
- B) “**Your**” interest in or legal liability for direct physical loss or damage to an “**Automobile**” owned by others in “**Your**” custody to the extent “**You**” are required to keep the “**Automobile**” covered for direct physical loss or damage

All other terms, conditions, provisions and exclusions of this “**Memorandum**” remain the same.

New Mexico Public Schools Insurance Authority

By: _____

Board of Director, President Date



Poms & Associates
Insurance Brokers, Inc.



NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

*Renewal Proposal for Excess Insurance
"Risk-Related Coverages"*

June 1, 2022

**Respectfully Submitted by
Dave Poms, President**

Poms & Associates Insurance Brokers, Inc.
5700 Canoga Avenue, Suite 400 ■ Woodland Hills, CA 91367
[800] 578.8802 ■ fax [818] 449.9321 ■ www.pomsassoc.com
NM License # 548466

Summary of 2022-2023 Excess Insurance and Motion Recommendation

Property:

- 1) The specific property limit will remain at \$750,000,000 per occurrence, subject to various sub-limits. Two major sub-limits, Earthquake and Flood, will remain at an annual aggregate limit of \$100,000,000; \$50,000,000 for Flood Zone A, V and all 100-year flood zones. For the perils of earthquake and Flood, there is a \$1,000,000 per unit of insurance deductible.
- 2) The Major Property deductibles are as Expiring \$1,000,000 per occurrence "All Risk" and \$2,500,000 for Wind and Hail Damage
- 3) Recommendation is to renew with APIP (Public Entity Property Insurance Program). This program remains the largest single property placement in the world. Lead reinsurers continue to be Lexington Insurance Company (2021 Best's Rating: A XV), Lloyd's and U.S. domestic underwriters that will provide coverage for the first \$25,000,000 limit. Excess limits up to \$750,000,000 will be placed with London, Bermudian, European and U.S. Domestic markets with all A.M. Best Rated at least A-VII. There are more than two dozen reinsurers that participate in the program.
- 4) Cyber Liability coverage is included in the Property Program with a limit of liability of \$25,000,000 Annual Aggregate for all NMPSIA members. The higher educational institutions will have a \$5,000,000 limit each, whereas all remaining members will have a \$2,000,000 limit. The Insurer is Lloyd's of London – Beazley Syndicate 2623 – 263. Coverages include BREACH RESPONSE: \$500,000 Aggregate Limit for each Member; FIRST PARTY LOSS - Business Interruption Loss Resulting from Security Breach: \$2,000,000 Aggregate Limit for each Member, Business Interruption Loss Resulting from System Failure: \$500,000 Aggregate Limit for each Member, Dependent Business Loss Resulting from Security Breach: \$750,000 Aggregate Limit for each Member, Dependent Business Loss Resulting from System Failure: \$100,000 Aggregate Limit for each Member, Cyber Extortion Loss: \$2,000,000 Aggregate Limit for each Member, and Data Recovery Costs: \$2,000,000 Aggregate Limit for each Member. LIABILITY: Data & Network Liability: \$2,000,000 Aggregate Limit for each Member for all Damages and Claims Expenses, Regulatory Defense & Penalties: \$2,000,000 Aggregate Limit for each Member, Payment Card Liabilities & Costs: \$2,000,000 Aggregate Limit for each Member for all Damages and Claims Expenses, Media Liability: \$2,000,000 Aggregate Limit for each Member for all Damages and Claims Expenses; eCRIME: Fraudulent Instruction: \$75,000 Aggregate Limit for each Member, Funds Transfer Fraud: \$75,000 Aggregate Limit for each Member, Telephone Fraud: \$75,000 Aggregate Limit for each Member; CRIMINAL REWARD:

\$25,000 Aggregate Limit for each Member; Consequential Reputational Loss: \$50,000 Aggregate Limit for each Member, Computer Hardware Replacement Costs: \$75,000 Aggregate Limit for each Member, Invoice Manipulation: \$100,000 Aggregate Limit for each Member.

Retentions:

- A. \$50,000 Per Occurrence for each Member with TIV up to \$500,000,000 at the time of the loss; 8 hour waiting period for Dependent/ Business Interruption Loss
 - B. \$100,000 Per Occurrence for each Member with TIV greater than \$500,000,000 at time of loss; 8 hour waiting period for Dependent/ Business Interruption Loss.
- 5) Total Crime limits will remain at \$2,250,000. Excess Crime coverage is insured by Berkley (A.M. Best: A+ XV). Coverage is provided for Employee Theft – Per Loss Coverage; Employee Theft – Per Employee; Forgery or Alteration (Credit, Debit or Charge Cards); Inside the Premises – Theft of Money and Securities; Inside the Premises – Robbery or Safe Burglary of Other Property; Outside the Premises; Computer and Funds Transfer Fraud and Money Orders and Counterfeit Currency. The premium is the same as expiring at \$267,574.
- 6) Terrorism coverage is provided by the Property program. Each member's limit is \$600,000,000 subject to a NMPSIA annual aggregate limit of \$1,400,000,000. This stand-alone coverage offered to NMPSIA Members is extremely important to maintain.
- 7) Premiums for Property, Auto Physical Damage, Crime, Limited Pollution and Cyber insurance for (expiring program) will be \$30,770,914, which is a 7.969% increase from expiring. The property rate will increase from \$.1025 per \$100 of Property Values to \$.1035 (+.976%). Property values are increasing by 8.94% from \$27,290,574,682 to \$29,730,352,144.
- 8) **Staff would like the Board to provide authority to the Executive Director to continue to negotiate with Poms during the month of June. The premiums will be the maximum amounts charged. In addition, there might be other options from insurers/reinsurers. Any negotiations with Poms and any acceptance by the Executive Director would only yield better terms or lower premiums than stated above. Staff would like the authority to be granted to the Executive Director to bind coverage with the existing reinsurers and/or another, as long as the terms are more favorable to the Authority.**

Excess Liability:

- 1) The specific SIR of 1,000,000 will remain for General Liability, School Board Errors & Omissions and Automobile Liability as expiring. However, Sexual Abuse/Molestation SIR will increase from \$3,000,000 Per Member, Per Occurrence to \$4,000,000. There is an option to renew the Sexual Abuse retention as expiring for an additional premium of \$1,200,000.
- 2) A combined lines Aggregate Attachment Point will increase by \$2,000,000 from \$37,500,000 to \$39,500,000, with an aggregate limit of \$3,000,000. The aggregate includes losses for all Liability, Property and Workers' Compensation coverages.
- 3) Regarding the Primary Liability Policy, we are recommending renewing with the following reinsurers: Great American Insurance Company (2021 Best Rating: A+ XIII), Old Republic Insurance Company (2021 Best Rating: A XII), Pennsylvania Manufacturers Association Insurance Company (2021 Best Rating: A+ XV), Munich Reinsurance America, Inc.(2021 Best Rating XV) and many Lloyd's of London and Bermuda reinsures which will all participate in the limit up to **\$35,000,000 in liability limits Per Member, subject to annual aggregates**. In addition, there is a Clash Cover which provides for one SIR that applies to multiple coverage parts in certain circumstances.
- 4) Coverage for Sexual Abuse was written on a "Claims-Made" trigger form with a retroactive Date of July 1, 2006. However, Poms was able to negotiate buying a one-time tail cover to purchase the "claims-made" years from 2006 to current 6 years ago, so Sexual Abuse coverage and all liability coverage triggers have been on an Occurrence basis which corresponds to NMPSIA's MOC. Unfortunately, there is one layer, \$10,000,000 xs \$20,000,000 that is a Claims-Made trigger for Sexual Abuse/Molestation. The Retroactive Date will be July 1, 2020. The other layers will remain on an Occurrence Trigger. All reinsurers will exclude Communicable Disease or Virus.
- 5) Exposures (ADA, # of buses, other vehicles, and payroll) increased 7.47%, 5.95%, 9.23% and 2.62% respectfully.
- 6) All the Liability carriers will reinsure NMPSIA's Liability Memorandum of Coverage (MOC).
- 7) Premiums for Liability coverage will be \$20,995,000. This includes costs for specific, aggregate and clash coverages. Premium increases were attributable to the multiple sexual abuse claims. This is an increase of 7.805%. Due to the increase in exposures the net increase is reflective of both losses and exposure increases.
- 8) Renew the self-insured Ltd. Criminal Defense coverage. Losses do not apply toward the liability aggregate. The Ltd. Criminal Defense coverage will be renewed as a stand-alone program. We are recommending the following limits as outlined below:

A) Sexual Abuse or Molestation: A limit of \$30,000 (remains the same) for each and all criminal proceedings brought against the covered person;

B) Corporal Punishment: A limit of \$5,000 when all charges are misdemeanors, or \$15,000 when one or more felony charges are brought against the covered person;

C) Assault or Battery: A limit of \$5,000 when all charges are misdemeanors, or \$15,000 when one or more felony charges are brought against the covered person. Based on favorable loss experience, we are requesting this coverage be renewed for another year.

- 9) Renew the self-insured Ltd. IDEA coverage. Losses do not apply toward the liability aggregate.
- 10) **Staff would like the Board to provide authority to the Executive Director to continue to negotiate with Poms during the month of June. The premiums will be the maximum amounts charged. In addition, there might be other options from insurers/reinsurers. Any negotiations with Poms and any acceptance by the Executive Director would only yield better terms or lower premiums than stated above. Staff would like the authority to be granted to the Executive Director to bind coverage with the existing reinsurers and/or another, as long as the terms are more favorable to the Authority.**

Excess Workers' Compensation:

- 1) Specific SIR of \$2,500,000 will remain as expiring. There is no aggregate coverage.
- 2) Limits are Statutory with a \$2,000,000 Limit for Employers Liability.
- 3) The exposure base (Payroll) increased by 2.73%.
- 4) The premium increased slightly due to the exposure increase from \$466,871 to \$478,809 (+2.55%), the rate remains the same at .0273 per \$100 in payroll. Charter schools are billed an additional premium when they join NMPSIA. Premium is auditable based on payroll audits.
- 5) Safety National remains the carrier as expiring.

Equipment Breakdown (Voluntary program)

- 1) District deductibles remains at \$2,500.
- 2) Limit of \$200,000,000 each accident will remain as expiring.
- 3) The premium is based on property values, which increased by 8.94%. The rate increased from .001319 to .001337 (+1.29%) and premiums will increase from \$360,020 to \$397,610

(+10.44%). This is the maximum premium and would include all Members if they join the voluntary program.

- 4) Liberty Mutual Insurance Company remains the carrier as expiring.

STATE OF NEW MEXICO
NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY
PROFESSIONAL SERVICES CONTRACT [REDACTED]

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Summary Of Auditors Services

1. Pre-Interview with Third Party Administrator (TPA) management
2. File review- to be conducted at TPA's offices
3. Exit interview with TPA management ,Authority staff and Authority General Counsel
4. Provide 35 copies of written report to the Authority
5. Attend two (2) consecutive day meetings (Risk Advisory Committee (RAC) and Board meetings) to present their written report
6. Complete the written audit report within forty-five (45) days after the physical audit of the TPA's

B. Primary

The Auditor shall include in the written audit report at least, but not be limited to, the following general categories:

Applies to both Property/Liability and Workers' Compensation

1. Reporting and documentation of claims
2. Compliance with Authority Claim Procedures and provide recommendations to improve the procedures or to make them current based on New Mexico law, rules or best practices
3. Current staffing and caseloads
4. Litigation Management. Evaluate if there are a high percentage of litigated claims compared to similar accounts in Southwest region
5. Response time to claimants
6. Claims investigations

7. Accuracy of claim coding (cause, source, type, and coverage) - extremely important issue in Property and Liability. Auditor will be required to look at each claim and determine if coding is accurate. A percentage of errors will need to be calculated and provided in audit
8. Evaluation of claim reserves
9. File organization
10. Use of subrogation
11. Aggressiveness of file closure
12. Communication between the adjusters and Authority/Member staff
13. Proper and thorough investigation
14. Determination of adequate control, security and review of payment process and check issuance
15. Internal systems and procedures-paper flow
16. Review Authority claim procedures and make constructive amendments or comments
17. Determine whether the experience levels and settlement authority of claims personnel are appropriate
18. Determine if the claims personnel are competent to manage the claims on behalf of the Authority

C. Objective

The audits of the property and liability and of the worker's compensation files will be performed to determine the following primary objectives:

1. The actual status and degree of success of the property and liability, workers' compensation self-insurance program.
2. Potential reductions of claims expenditures.
3. The validity and justification of claims expenditures.
4. Administrative effectiveness and efficiency.
5. Compliance with sound claims management practices.
6. Compliance with Authority claims procedures.

On these bases, specific suggestions and recommendations will be made to include areas for improvement.

D. Specific Objectives Applicable to Workers' Compensation

1. Temporary Disability Payments
2. Permanent Disability Payments
3. Medical Payments
4. Medical Management
5. Denials
6. Return to Work
7. Aggressive Sub-rosa
8. Effective and aggressive fraud program

9. Medical Cost Containment
10. Overall analysis of cost containment programs. Comment on effectiveness of Preferred Provider Network, bill review, field and telephone case management, etc.

E. Methodology of Audit

Workers' Compensation Claims

The primary goal for both the property and liability as well as the workers' compensation audits will be to confirm compliance with written Authority claims procedures and to ensure that claims are managed in accordance with the adjusting philosophy of the Authority.

The Auditor will thoroughly evaluate the following elements of the Authorities workers' compensation program. The proposed topics for evaluation and the Auditor's methodology for accomplishing the evaluation are as follows:

Staffing. Based on the Auditor's experience with other similar claims audit clients, the Auditor will know there is a maximum workers' compensation caseload a competent examiner can handle effectively. The Auditor will determine whether claims examiners of the TPA is maintaining reasonable caseloads. The Auditor will also determine if clerical support is sufficient.

The Auditor will identify the input of claims managers and supervisors to evaluate the timeliness and reasonableness of instruction provided to examiners.

The Auditor's staffing evaluation will also involve the assessment of the technical competence of staff. Resumes of claims handling personnel will be secured and evaluated.

Claims Contact/Communication. In addition to timely contact of claimants and physicians, the Auditor will verify the TPA is making early contact with key personnel at the involved Authority member because prompt contact gives the member the opportunity for input in key decisions.

Claims Investigation. The Auditor will first determine the criteria by which the claims manager decides to conduct various elements of investigation, such as taking statements, obtaining police reports, conducting formal compensability analyses, indexing claimants, and taking photographs.

If independent vendors are used for compensability investigation, the Audit will evaluate the reasonableness of the vendor's fees and the quality of its work product.

The Auditor will confirm that denials are supported with medical evidence and are clearly communicated to the claimant.

Payments. The timeliness of disability payments is vital. The Auditor will confirm that the TPA is accurately calculating temporary disability (TO) and permanent disability (PO) benefit disbursements and paying them timely. The Auditor will assess the logic of the Authority's and the TPA's payment procedures, and the existence of safeguards to avoid duplicate payments. The Auditor will verify the timeliness of the TPA's objection to medical bills, medical/legal costs and liens presented by involved parties.

Cost Containment. The Auditor will confirm that the TPA is aggressively controlling medical treatment and costs.

Medical bill review to confirm reasonableness and individual case management are important tools used to control workers' compensation costs and thus the Auditor will determine the extent of savings to the Authority as a result of these efforts.

The Auditor will analyze any modified duty/return-to-work program implemented by the Authority members and evaluate the consideration of those programs by the TPA when adjusting claims.

Litigation Management. The Auditor will compare the number of Authority claims resulting in litigation with the litigation rate of other similar entities with which the Auditor is familiar.

The reasonableness of attorney fees and the necessity of defense counsel involvement will be analyzed, and the Auditor will determine if the TPA is actually directing legal activity or allowing the claim to be handled entirely by the attorney.

Diary System. The Auditor will comment on the reasonableness of diaries established by examiners and supervisors.

Subrogation. The Auditor will determine if the TPA is accurately identifying cases with subrogation potential and determine the aggressiveness of subrogation pursuit.

Reserving. The Auditor's workers' compensation claims audit report shall provide for an in-depth analysis and discussion of the reasonableness of initial reserve establishment and subsequent amendment. The Auditor will determine if reserve activity is consistently and accurately documented in the claim file and indications of stair stepping will be identified in the report.

The Auditor's report will provide an exhibit listing those claims he believes to require reserve adjustment. A discussion supporting the reserve change recommendations will be included in the exhibit.

Vocational Rehabilitation. The Auditor will evaluate the timeliness and accuracy of the TPA's completion of state required forms and distribution of state required notices and the Auditor's claims audit report shall contain a category to analyze and discuss the appropriateness of vocational rehabilitation (VR) activity.

Loss Experience Reports. The Auditor will compare the information contained in the claim file with loss data appearing on periodic loss runs that may be generated for Authority management.

File Documentation. The Auditor will evaluate the clarity of file documentation. A disorganized claim file creates the potential for overall claim mishandling and the Auditor will comment on the general organization of the claim file and also evaluate the extent of examiner documentation and narrative in the file.

If appropriate, the Auditor will make recommendations for improving the general organizational structure of claim files to enhance claims handling efficiency and will also question the TPA on its internal systems (paper flow) and make recommendations for improvement if necessary.

The Auditor will evaluate the TPA's documentation of proper claim closing techniques with the rule in mind that typically, a closing checklist is utilized to confirm all requirements are followed prior to closing a claim.

Settlements. The Auditor will identify monetary settlement thresholds assigned to claims handling personnel. This review will confirm that these authority levels are adhered to. The Auditor will also confirm that proper closing documents are aggressively pursued and documented in the file.

Coding. The Auditor will request updated coding of claims utilizing whatever criteria the Authority wants analyzed (e.g., body part, job classification or causation) and confirm the TPA is accurately recording this data.

Property, Liability and Crime Claims. The Auditor will thoroughly evaluate the following elements of the Authority's property, liability and crime programs. The Auditor's methodology for accomplishing this evaluation shall be:

Payments. The timeliness and accuracy of settlement payments are vital. The Auditor will confirm that the TPA is supporting all settlement recommendations with a logical analysis of the extent of liability and a thorough evaluation of medical documentation.

Reserves. The Auditor's liability audit report shall provide for an in-depth analysis and discussion of the reasonableness of initial reserve establishment and subsequent amendments. The Auditor will determine if reserve activity is consistently and accurately documented in the claim file.

Case Monitoring (Diary). The Auditor will comment on the reasonableness of diaries established by adjusters and supervisors. This will be addressed in face-to-face interviews prior to the review of files. The Auditor also shall evaluate the adherence to diary

dates documented in the file or in any risk management information system (RMIS) used by the TPA.

Litigation Management. The Auditor will compare the Authority's litigation rate with other similar entities he is familiar with.

The Auditor will analyze and report on the reasonableness of attorney fees and the necessity of defense counsel involvement.

The Auditor will determine if the claims handlers are directing legal activity or allowing the claim to be handled entirely by the attorney.

Loss Experience Reports. To ensure that the Authority and its members are adequately advised of the status of their claims, the Auditor will compare the information contained in the claim file with loss data appearing on periodic loss runs generated by the TPA.

Evaluation of Adjusting Personnel. The Auditor will determine whether claims adjusters and supervisors are maintaining reasonable caseloads and will also determine if clerical support is sufficient. To assist in the evaluation of claims handling competence, the Auditor will review all claims files and relate each to a specific responsible staff member.

Indexing. Indexing is an important element of proper claims investigation and thus for each file the Auditor will determine if the claimant was properly indexed to determine injury history.

Subrogation. The Auditor will determine if the claims handlers are accurately identifying cases with subrogation potential and determine the aggressiveness of subrogation pursuit.

File Documentation. A disorganized claim file creates the potential for overall claim mishandling and thus the Auditor will comment on the general organization of claim files. The Auditor will also evaluate the extent of examiner documentation and narrative in the file.

If appropriate, the Auditor will make recommendations for improvement in the general organizational structure of claim files to enhance claims handling efficiency. Closed files that do not contain proper releases will be identified.

F. File Selection/ Workers' Compensation and Property, Liability and Crime Coverages

The Auditor will adhere to the following sample size requirements:

The auditor's analysis will include the review of one hundred (100) random workers' compensation files and one hundred (100) random property/liability/crime files at the TPA's offices.

With respect to Property, Crime, and Liability claims, the Auditor shall randomly select files, select at least eighty (80) files that have been open for more than one year after filing the claim or lawsuit, and five Sexual Abuse and Molestation (SAM) files. For Workers' Compensation files, the Auditor shall select sixty-five (65) files that have been open for more than two (2) years after the date of injury. The remaining thirty-five (35) files will have been closed within the last three (3) years.

G. Methodology/ Workers' Compensation and Property, Liability and Crime Coverages

To complete the audits, the Auditor will:

1. Conduct an initial telephone discussion with designated personnel at each TPA to review data requirements and timing of the work. During these interviews, the Auditor will also attempt to identify specific areas of concern (not previously expressed) that the Authority would like investigated.
2. Conduct an initial face-to-face meeting at each TPA (pre-interview) prior to reviewing the files to gain a clear understanding of current claims handling policies.
3. Incorporate all relevant internal policies and procedures for the handling of Authority claims into the analysis of the Auditor.
4. Review claim files at the TPA.
5. Conduct follow-up telephone interviews, if necessary, to refine the undertaking of issues.
6. Organize, tabulate and analyze audit results and develop conclusions.
7. Submit a draft report of findings to the Authority. The report shall be a practical, working tool that is clear and concise in setting forth study results.
8. Discuss the draft report with the Authority.
9. Submit 35 copies of a final report, incorporating new information gained from discussion of the draft report.

The Auditor's assessment of performance will be clear. Recommended action to improve identified deficiencies in claims handling will be prioritized and supported with discussions and exhibits. The report will list the

Auditor's findings in an Executive summary. Detailed discussion of each point and recommended steps to improve problem areas will follow in the report. A list of files audited will be included in an appendix to the report.

10. Exit interview with Third Party Administrator management
11. Attend two consecutive day meetings in Albuquerque to present the Auditors written report to the Risk Advisory committee and then to the Board of Directors. These meetings are held on the first Wednesday and Thursday of each month.
12. Complete the written audit report within 45 days after the physical audit of the Third-Party Administrators.
13. The final report shall be issued by August 15, 20XX to be available one (1) week prior to the September Authority Risk Advisory Committee meeting. On approval of the Authority this schedule may be altered.

2. **Compensation.**

- A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed:

<u>1. Fiscal Year</u>	<u>Completion Date</u>	<u>Amount</u>
2023	September 15, 2022	\$26,800.00
2024	September 15, 2023	\$26,800.00
2025	September 15, 2024	\$27,600.00
2026	September 15, 2025	\$27,600.00

This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein excluding gross receipts tax. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is FY23, FY24, FY25, and FY26 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All 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. Invoices received after such date **WILL**

NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY with a start date of **July 1, 2022**. This agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

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

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

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

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

C. **Liability.** Except as otherwise expressly allowed or provided under this

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the 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 Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any 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) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by

NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (10) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and

after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. 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 performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Agency by certified mail.

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and

shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
Patrick Sandoval
Interim Executive Director
New Mexico Public School Insurance Authority
Santa Fe, NM 87501
Patrick.Sandoval@state.nm.us

With a Copy To:
Claudette Roybal
Chief Procurement Officer
New Mexico Public School Insurance Authority
Santa Fe, NM 87501
Claudette.Roybal@state.nm.us

To the Contractor:



25. Authority.

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

26. Incorporation by Reference and Precedence.

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

27. Timing.

The final report shall be issued by August 24, to be available one (2) weeks prior to the September Authority Risk Advisory Committee meeting. On approval of the Authority, this schedule may be altered.

28. Succession.

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

Contract ID#_____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

New Mexico Public Schools Insurance Authority

By:

Alfred A. Park, Board President

Date:_____

(CONTRACTOR)

By:

Date:_____

STATE OF NEW MEXICO

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

PROFESSIONAL SERVICES CONTRACT # [REDACTED]

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work:

Training:

- 1) The contractor will provide instructor-led training for employees in job categories identified as high risk. Contractor will ensure that critical information is disseminated in a clear easily understood format.
- 2) Training on modifications will be established so employees "expected" to change behaviors will realize the benefit and reasoning behind the change.
- 3) Training will be prioritized based on the school districts with the highest number of musculoskeletal disorders (MSDs) incidents in the past 12 months.
- 4) Contractor will review the Authority's data for the top 12 districts for MSDs over the last 4 years for both severity and frequency.
 - A) MSD's are defined as strains/sprains or cumulative trauma. Teacher training has been divided into two categories:
 - i) Regular education
 - (a) Regular education teacher injuries primarily fall into the "general safety" category.
 - ii) Special education.
 - (a) Special education teacher issues more closely mirror patient/medical provider relationships.
 - B) Goals to be achieved in training employees in the Ergonomic Program are:

- i) Enable employees of the organization, managers, supervisors, or team leaders to recognize the signs and symptoms of MSD's and respond to them appropriately.
 - ii) Identify those job tasks that pose an increased risk of MSD's to the worker.
 - iii) Provide employees with the knowledge and skills necessary to actively participate in the ergonomic program.
 - C) Contractor's training program shall provide readily available and ongoing support.
 - D) Training will be onsite, both in classroom-type settings as well as in actual work locations (i.e. kitchens), with presenters qualified by education, training, and experience using modern up-to-date training materials, hardware, and techniques.
 - E) Contractor will provide employees at each level of involvement with individualized training designed with maximum learning and retention in mind. MSD incidents will be monitored carefully to review the training material and modify it to be job specific. Training on modifications will be established so that employees expected to "change" work behaviors will understand the benefit and reasoning behind the change.
- 5) Ergonomic Councils
- A) Contractor shall set up, monitor, and assist all employers' ineffective management leadership and employee participation in the ergonomics program. Contractor shall demonstrate to Authority employers and their employees the value of management and employee commitment in an effective ergonomics program.
 - B) Contractor with respect to each employer in the Authority shall energize management and employees and assist in the development and facilitation of the cross-organizational group to be known as Ergonomic Councils. The Ergonomics Councils will be empowered to facilitate change in their respective work unit. The contractor will coach these groups and be available to provide ergonomic assessments for groups (kitchen, janitorial, maintenance) through physically observing employees at work, then providing a report to the Ergonomic Council on observations and recommendations to improve ergonomics.
 - C) Contractor will guide the Ergonomic Councils and other stakeholders through the process of:
 - i) Effective dissemination of information regarding identified signs, symptoms, and hazards.

- ii) Ensuring that the individuals assigned functional responsibility are provided the tools to effectively administer the program.
- iii) Evaluate the information and develop ergonomic controls, which may include feasible engineering, work practice, or administrative controls.

6) Program Evaluation

- A) Contractor shall conduct periodic reviews of the Ergonomics Program (both its portion of the program and any other contracted portion of the program) effectiveness to ensure that the resources being expended on the program are in fact, achieving the desired result and that the program is effective. Contractor shall develop an evaluation tool that can be used to ensure that the ergonomics program is appropriate for the specific MSD hazards in the problem jobs and that the program is achieving desired results.
- B) Contractor's program evaluation system shall answer the following questions:
 - i) Has management effectively demonstrated its leadership?
 - ii) Are employees actively participating in the ergonomics program?
 - iii) Is there an effective system for the identification of MSD's and MSD hazards?
 - iv) Are identified hazards being controlled?
 - v) Is the training program providing employees with the information they need to actively participate in the ergonomics program?
 - vi) Has the ergonomics program reduced the frequency or severity of MSD's?
- C) The existing Cannon-Cochran Management Systems, Inc., database with respect to all reported MSD incidents as well as those that require job hazard analysis as shown 2021 through 2022 will be used as baseline data for each Authority member. Subsequent data will be compared against this baseline year.
- D) Employers that experience higher than expected MSD frequency or severity will receive additional training from the Contractor. These employers will be placed on a "watch" list until evaluations show that the ergonomic program has been effective for that employer. Additional ergonomic efforts by Occupational Health Management Standards (OHMS) and the Contractor will be applied to these employers to ensure the specific effectiveness of the implemented control.

- E) Employers that improve in MSD frequency and severity will be commended for their performance and will be monitored by the Contractor to ensure that this improvement continues.
- 7) Contractor must have the ability to adjust to remote and hybrid evaluations and situations.
- 8) Compliance with Laws and Procedures
 - A) Contractor agrees to provide the services in full compliance with all laws, rules, and regulations governing the administration of a workplace ergonomics program.
 - B) Contractor will keep the Authority notified with respect to legislative changes or pending changes in state or federal law, statutes, or regulations affecting ergonomics in the workplace as soon as information becomes available. The contractor will report semi- annually illustrating the monetary impact on the Authority. In addition, the Contractor will be responsible to inform all members in writing and if the Authority Executive Director deems it necessary, perform regional seminars to explain these changes. All associated research costs will be the responsibility of the Contractor.
 - C) Contractor will inform the Authority of significant case law and legal opinions related to ergonomics in the workplace. The Contractor will be responsible to inform all members in writing of these opinions, as directed by the Authority.
 - D) Contractor will comply with both Federal and State Government laws and rules, including the duty to report and pay gross receipts taxes, IRS regulations, statutes, and immunities covering public entities, the New Mexico Tort Claims Act, GASB Statement No. 10, the labor code, etc., when acting on behalf of the Authority.
- 9) Identification of MSD's which are disorders of the soft tissues, specifically of the muscles, nerves, tendons, ligaments, joints, cartilage, blood vessels, and spinal discs that are not caused by a slip, trip, fall, or motor vehicle accident. They can affect the neck, shoulder, elbow, forearm, wrist, hand, back, knee, ankle, and foot as well as abdominal hernias.
 - A) Contractor will screen all new workers' compensation claim reports for MSD incidents. Special focused attention will be given to the lost time of MSD incidents. A telephone discussion will help determine if the job involves an Action Trigger. The Action Trigger screening tool will trigger a Job Hazard Analysis (JHA). If the MSD incident qualifies as an Action Trigger, the Contractor ergonomic specialist will perform a JHA on all lost time incidents and complicated medical-only incidents
- 10) The purpose of a JHA is:
 - A) To identify the ergonomic risk factors that are associated with the job.

- B) To measure the duration, frequency, and magnitude of employee exposure to these risk factors.
- C) To evaluate the risk factors identified, individually and in combination.
- D) When Contractor has identified an MSD injury that needs further investigation, the Contractor will conduct a JHA. A JHA is basically an examination of the workplace conditions and individual elements or tasks of a job to identify and assess the risk factors that are reasonably likely to be causing or contributing to the reported MSD. The results of the JHA, which identify the extent of the risk factors present in the job, can later be used as the benchmark against which to measure the effectiveness of controls.
- E) The JHA will be used to identify the risk factors present in the job and to evaluate their magnitude, frequency, and duration. Some of the Risk factors to be included are:
 - i) Force - the amount of physical effort that is required to accomplish a task or motion. Force also refers to the degree of loading to muscles and other tissues as a result of applying force in order to perform work.
 - ii) Repetition - the frequency with which a task or series of motions is repeated over and over again with little variation in movement. Repetition often involves the use of only a few muscles and body parts, which can become extremely fatigued even though the rest of the body is unaffected.
 - iii) Awkward postures- are positions of the body (e.g., limbs, joints, back) that deviate significantly from the neutral position while job tasks are being performed.
 - iv) Frequency - refers to the number of times the exposure is repeated within some unit of time, in contrast to duration, which, relates to the cumulative length of exposure.
- F) The JHA will then specify and document in easily understandable text together with all recommended changes in physical surroundings of the employee and all recommended changes in employee work techniques aimed at avoiding MSD's. This report will be timely submitted to the Authority Contractor responsible for implementation.
 - i) Control the MSD hazards to the extent that they are no longer reasonably likely to cause MSD's that result in work restrictions or medical treatment beyond first aid.
 - ii) Reduce MSD hazards in accordance with or to levels below those in the hazard identification tool selected to conduct the job hazard analysis.

- iii) Reduce MSD hazards to the extent feasible through a constant and diligent review of high-risk positions.
- iv) Work closely with the Ergonomics Council established by employers with review and assistance of Authority Contractor to meet these goals.
- v) In order to achieve the above results, the modification of behaviors related to ergonomic controls will require the Contractor to conduct a constant review of employee behavior as they relate to changes in work posture or the use of engineered equipment. In addition, the Contractor provided communication system available to employees will affect the work of the Ergonomics Councils, JHA's, and employee participation sections.
- vi) With respect to the above services the Contractor shall act as the Authority's representative to all Authority members and employees. The Contractor must meet all applicable State and Federal regulations and laws applicable to the program and the work to be performed. In addition, the Contractor shall submit a detailed work plan showing timelines for completion of the work.

D. Compliance with Laws and Authority Procedures:

1. Contractor agrees to provide the services in full compliance with all laws, rules and regulations governing the administration of a workplace ergonomics program.
2. Contractor will keep the Authority notified with respect to legislative changes or pending changes in state or federal law, statutes or regulations affecting ergonomics in the workplace as soon as information becomes available. Contractor will report semi- annually illustrating monetary impact on the Authority. In addition, the Contractor will be responsible to inform all members in writing and if the Authority Executive Director deems it necessary, to perform regional seminars to explain these changes. All associated research costs will be the responsibility of the Contractor.
3. Contractor will inform the Authority of significant case law and legal opinions related to ergonomics in the workplace. The Contractor will be responsible to inform all members in writing of these opinions, as directed by the Authority.
4. Contractor will comply with both Federal and State Government laws and rules, including duty to report and pay gross receipts taxes, IRS regulations, statutes and immunities covering public entities, the New Mexico Tort Claims Act, GASB statement No. 10, the labor code, etc., when acting on behalf of the Authority.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of: \$160,000 for 1450 hours per year for Training development and presentation, development and consulting-Ergo Councils, program evaluation, regulatory monitoring and compliance with state and federal laws. 100 Job Hazard Analysis (JHA's) at \$1,900 per JHA Onsite review, monitoring, and reports. Not to exceed \$190,000 for a total of \$350,000 dollars per year excluding New Mexico gross receipts tax.

B. Payment in FY23, FY24, FY25, and FY26 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All 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. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY with a start date of **July 1, 2022**. This agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

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

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give

Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the

Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the 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 Agency.

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any 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) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of

this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent

jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. 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 performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the Agency by certified mail.

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
NMPSIA
Attn: Patrick Sandoval
410 Old Taos Highway
Santa Fe, NM 87501
Patrick.sandoval@state.nm.us
505-469-9898

With a copy to:

Claudette Roybal
410 Old Taos Highway
Santa Fe, NM 87501
Claudette.roybal@state.nm.us
505-469-5746

To the Contractor:



25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind

Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

26. Incorporation by Reference and Precedence.

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

27. Succession.

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

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

New Mexico Public Schools Insurance Authority

By:

Alfred A. Park, Board President

Date: _____

(CONTRACTOR)

By:



Date: _____



Patrick Sandoval
Interim Executive Director

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

Office of Executive Director

410 Old Taos Highway
Santa Fe, New Mexico 87501
1-800-548-3724 or 505-988-2736
505-983-8670 (fax)

BOARD OF DIRECTORS

- NM School Boards Association
- NM Superintendents Association
- Public Education Commission
- NM School Administrators
- NM National Education Association
- American Federation of Teachers N.M.
- Governor Appointees
- Educational Institutions at Large

June 2, 2022

Mr. David Chavez, Executive Director
Cooperative Educational Services
4216 Balloon Park Road NE
Albuquerque NM, 87109-5470

Re: Amendment– Effective July 1, 2021 to June 30, 2025
Inter-Governmental Services Agreement
Date of Agreement: July 1, 2021
CES Professional Services Contract

Dear Mr. Chavez:

This letter shall constitute an Amendment to the Inter-Governmental Services Agreement dated July 1, 2021 between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the (“Agency”) and Cooperative Educational Services, hereinafter referred to as the (“Contractor”) and is effective as of the dates shown herein.

The Agency and the Contractor wish to amend Exhibit A with the amendments set out herein. It is agreed that the above captioned Agreement and any duly authorized and executed amendments thereto are hereby extended for the period July 1, 2021 through June 30, 2025.

1. Pursuant to Exhibit A Rate Schedule for NMPSIA Technical Assistance Program the Agency shall pay the contractor in full payment for services, mileage, reimbursable (Travel, Per Diem, Supplies, Materials, Postage) and equipment (Equipment purchases are to be approved by NMPSIA Executive Director or Deputy Director prior to purchase).
2. This Amendment has been signed this 2nd day of June 2022.

Exhibit A
Rate Schedule for NMPSIA Technical Assistance Program

July 1, 2021 - June 30, 2025

A day equals 8 hours			
Task	Per Day	Per Hour	Monthly
Program Manager			\$7,012.50
Administration / Technical Services		\$24.75	
Module Development (Paid per module)		\$500.00	
Presentation on site	\$1,900.00	\$237.50	\$0.00
Prep Time & Meetings		\$100.00	\$0.00
Consultation		\$100.00	
(Email, telephonic, on-site)			
Mileage	\$.44 per Mile		
Reimbursable (Travel, Per Diem, Supplies, Materials, Postage)	Actual Cost		
Equipment	Actual Cost		

Equipment purchases are to be pre-approved by NMPSIA Executive or Deputy Director prior to purchase.

Any equipment purchased by CES will belong to NMPSIA and inventoried every year.

**NEW MEXICO PUBLIC SCHOOL
INSURANCE AUTHORITY**

By:

Alfred A. Park, Board President

**COOPERATIVE EDUCATIONAL
SERVICES**

By:

David Chavez, Executive Director

Technical Assistance Program (TAP) 2021 - 2022

TAP MAKING A DIFFERENCE IN NEW MEXICO SCHOOLS





Reflecting on
2021 -2022

Challenges TAP Endured in 2021 -2022

- COVID Resurfacing
- Schools on Hybrid Schedules
- Educators Leaving the Profession
- Shortage of Educators
- Sudden Loss of TAP Consultant





Working Together

to Serve New Mexico

New Mexico Public
Education Department
(NMPED)

Administrators
Development
Leadership (ALD)
Program

Regional
Educational
Cooperatives

Leading Educators
(through) Alternative
Pathway (LEAP)

School Improvement
Technical Expertise
(SITE)

Overview of TAP Services

- Complimentary email and phone consultation services
- School site visits, file reviews, classroom and student observations
- Full or half-day workshops on requested Special Education topics
- Complimentary workshops throughout the school year
- Complimentary Special Education "Hot Topic on Demand" Library available at www.ces.org
- Compliance Corner





2021-2022 On-Going Series

- Autism Toolbox
- Behavior
- Compliance Corner
- Self-Regulation
- Social Emotional Learning
- Structured Reading
- Transition Planning



Autism Toolbox Series

Autism Toolbox: Educating Students with Autism Spectrum Disorders-

The Basics & Beyond, Margaret Wood

Autism Toolbox: Visual Strategies, Margaret Wood

Autism Toolbox: Challenging Behavior Toolkit, Margaret Wood

Autism Toolbox: Supporting Social Skills, Margaret Wood

Autism Toolbox: Sensory Self-Regulation Supports



Structured Reading

Dyslexia & A Approach to Teaching Reading, Chris Fox & Jessica Powell

Structured Literacy: Bridge to Practice Activities for the Elementary Classroom, Chris Fox & Jessica Powell

Structured Literacy: Bridge to Practice Activities for Mid & High School Classroom, Chris Fox & Jessica Powell

Comprehension: The End Goal of Reading, Chris Fox & Jessica Powell

The Importance of Teaching Orthography and Vocabulary Strategies to Your Students, Chris Fox & Jessica Powell

Behavior

Writing Functional Behavior Assessments & Behavior Intervention Plans - David D' Antonio

Managing Behavior to Promote Growth -David D' Antonio

Programming for Students with an Emotional Disturbance - David D' Antonio

Rewards System & Response Plans for Any Classroom -David D' Antonio

Skills Training in the Classroom: A Cognitive Model for Emotional Health -David D' Antonio

Exit Planning for Students in Maximum Support Settings - David D' Antonio

Intro. to Applied Behavior Analysis. - Lydia Sandoval

Students are Stressed & Angry: How to Avoids Conflicts & Power Struggles -David D' Antonio



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Behavior

Bringing in the Calm, De-escalation & Regulation Strategies -Rene Rohrer

From School-Wide to the Individual Student: Implementing Positive Behavior Interventions & Supports -David D' Antonio

All About Emotional Learning -Lydia Sandoval

Transitioning to Summer: Behavior Strategies to Help Your Students & Parents -David D' Antonio

The Framework to Increasing Learning Behaviors & Decreasing Challenging Behaviors -Lydia Sandoval

Intro to Self-Regulation Needs, Understanding Behavior Needs -Lydia Sandoval

Proactive Strategies to Promote a Calm Environment & Self-Regulation -Lydia Sandoval

Effective Self-Regulation Strategies to Support Prosocial & Social Skills -Lydia Sandoval

All About Emotional Regulation -Lydia Sandoval

Teaching Calm All Day Long with Self-Regulation Strategies -Lydia Sandoval

Teaching Calm All Day Long with Self-Regulation Strategies Part II -Lydia Sandoval



Social Emotional Learning

Trauma & the Power of Mindfulness, Linda Gregg & Sunita Smith

Social Awareness After & the Pandemic, Sunita Smith & Rene Rohrer

Building Relationships Skills Thru Social Emotional Learning, Sunita Smith & Rene Rohrer

Investigating Curriculum Instruction & Assessment to Support Integration of SEL, Sunita Smith & Rene Rohrer

Addressing Trauma through Social Emotional Learning, Sunita Smith & Rene Rohrer

Creating a Safe Learning Environment, Sunita Smith & Rene Rohrer

Review and Renew: High Points of this Year's Top Strategies Supporting SEL, Sunita Smith & Rene Rohrer

Special Education Topics & Secondary Transition

Accommodations: Removing Barriers to Learning in the Inclusive Setting, Barbara Piper

Review Existing Evaluation Data (REED) Process for Teachers, Mari Bauman

Multi- Layered System of Supports (MLSS), Mari Bauman

Section 504, Barbara Piper

An Overview of Specific Learning Disability, Rene Rohrer

Universal Design for Learning, Janea Menicucci & Team

Learning Strategies to Improve Memory, Attention, Organization & Other Executive Function Skills, Barbara Piper

Transition Planning & Indicator 13 Compliance for Students 14 Years & Older, Juan Portley

Transition Planning & Program Development, Juan Portley

Transition Planning and Program Development, Juan Portley



IEP & Special Education Compliance

Special Education & IEP Compliance, Lisa Oliphant

The IEP From A-Z, Leigh Emanuel-Adams & Cindy Soo Hoo

Special Education Discipline Rules, Cindy Soo Hoo

Wrapping Up the School Tear: Considerations for Retention, ESY and or Recovery Services, Dr. Lisa Oliphant

The IEP From A-Z: A Deeper Dive, Leigh Emanuel-Adams & Cindy Soo Hoo

Compliance Reliance: A Review of Rules, Regulations and Processes Regarding Special Education, Cindy Soo Hoo



2021-2022

Total Workshops Offered	148
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Participants	4,000
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TAP Services

- 109 Presentations Virtual & Live Workshops
- 30 Presentations Professional Service Agreement
- 9 Presentations CES Internal Programs (LEAP & Leadership/ALD)
- 51 Topics in HOT TOPIC Library

Compliance Corner

- CES TAP Website
- CES Newsletter
- Ancillary Newsletter

- Began in March – through May
- Start again in August, 2022
- Overall Compliance Tips
- Email Questions to Cindy Soo Hoo – Retired APS Compliance Officer



HOT TOPICS Library



51

Topics & Growing
in the
complimentary
library located at
cestap.org

What our participants say about our training.....

- So excited to have connected with your organization and to have the ability to attend these meaningful workshops.
- David has great tools and examples for us to take back to the classroom.
- All administrators need to attend the compliance/discipline training, so helpful.
- The training was excellent and very helpful for me as SPED teacher.
- Thank you for the introduction to ABA. It provided a great refresher on behaviors/data collection.
- I want to thank you all. I have been in the SPED field for 7 years now and I still learn something new about IEPs, I learned a lot thank you very much.



Continued...

- This was helpful information and provides me with a lot to think about.
- Good information, gave me some new ideas for rewarding students.
- Training on 504 was detailed and clear and I appreciate the resources.
- Information provided was directly related to my current teaching position. Thank you.
- What a wonderful presentation! so much great info and tips to use starting TODAY! loved the videos and the interactions from a variety of presenters and from those attending.



What have we learned from COVID?

- Virtual Presentations are valuable and essential
- Listening to the identified needs and interests of our audience
- Having session options to meet the needs of our audience



TAP's Role in 2022 -2023

- Ongoing Support for Current Educators
- Supporting New Teachers
- Supporting Alternative Teacher Programs
- Supporting Compliance and Best Practices
- Keeping Educators in the Profession!!



TAP will continue.....

- Virtual & In-Person Offerings
- Consultation Services
- Meeting School District's Requests
 - HOT Topic Library
 - TAP Hotline
- Compliance Corner



A photograph of a canyon with layered rock walls. The text "Thank you!!" is overlaid in the center, underlined.

Thank you!!



New Mexico
Public Schools
Insurance Authority

**Healthy Air.
Healthy Schools.
Healthy People.**

Erik Malmstrom
CEO, SafeTraces
June 2022



Company Background

Biotech Leader Rooted in Biosecurity

- Provider of market leading diagnostics for pathogen protection in buildings
- Interdisciplinary team of scientists, engineers, and safety practitioners
- Support K-12 school districts nationally



Fundamental R&D funded and supported by global science leaders:



Why Ventilation Matters

COVID-19 and Beyond

52%

Indoor air quality risk attributable
to inadequate ventilation

85%

Recently installed HVAC systems in K-12
schools providing inadequate ventilation

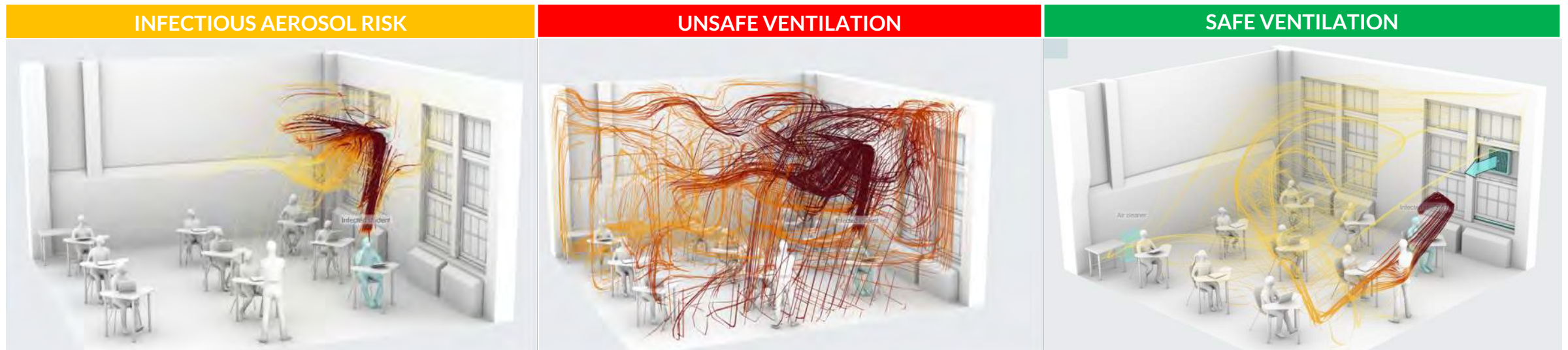
48%

Reduction in COVID infections attributable
to improved ventilation strategies

"A whole body of research shows the health and academic benefits are substantial – and go beyond COVID. When a room is better ventilated, influenza rates, asthma attacks and absenteeism go down, reading and math test scores go up."

How Do We Know if Ventilation & Filtration Controls Are Effective?

We Don't for Pathogens



Toolbox limitations have prevented direct, accurate measurement & verification of real-world controls

veriDART Platform

Measuring, Managing & Communicating HVAC Safety

1. Safety-as-a-Service

District-wide regular HVAC testing focused on pathogen protection

2. Diagnostic Assessment

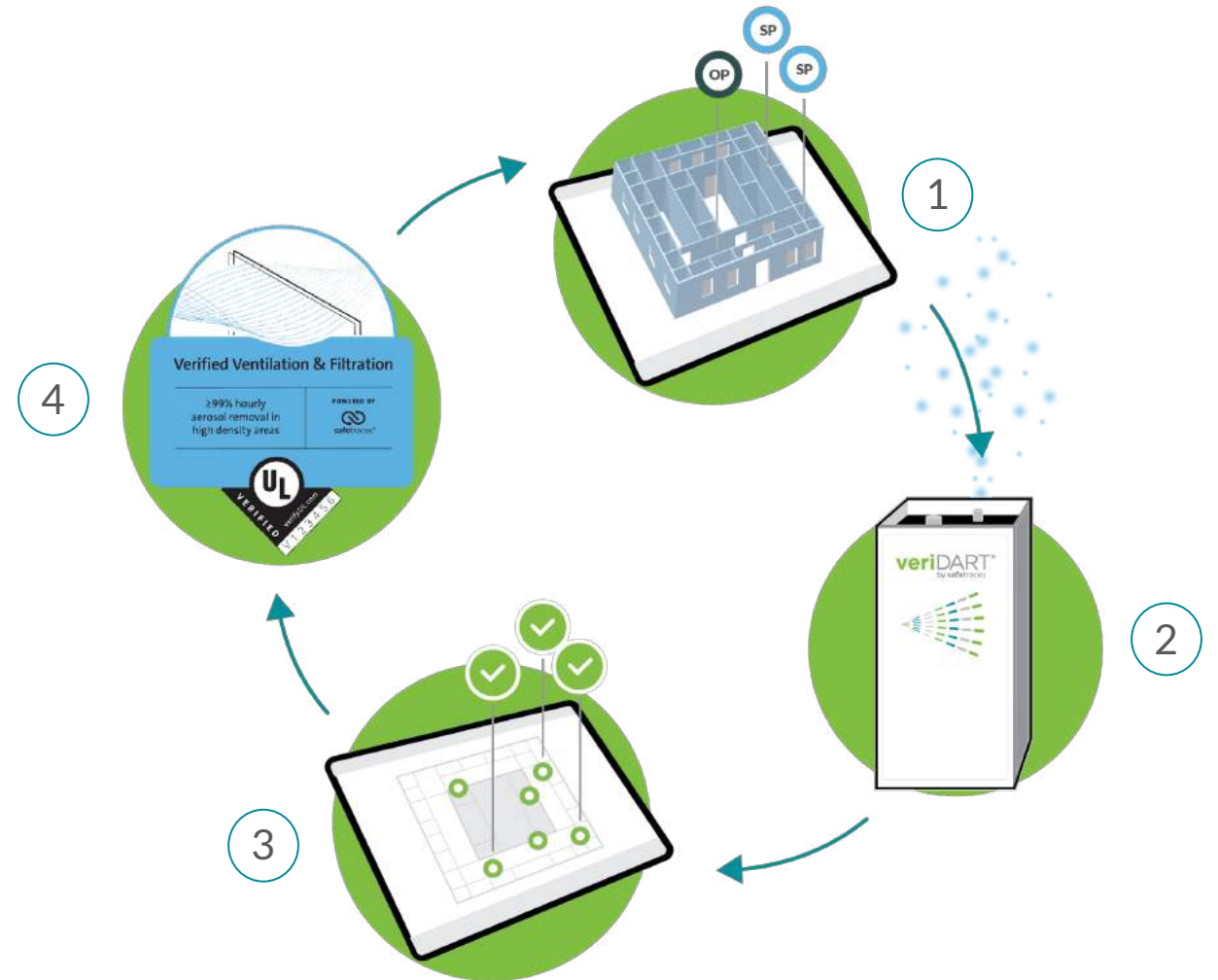
Real world performance checks via patented aerosol tracing technology

3. Performance Analytics

Data-driven recommendations to optimize HVAC safety & spend

4. Safety Certification

First HVAC safety mark with UL to increase public trust & confidence



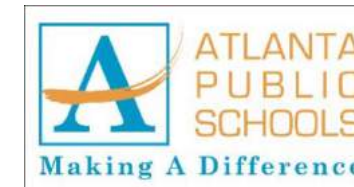
K-12 Clients & Partners

Enhancing Student, Teacher & Staff Health

"The data that veriDART testing provided our school helped map out school operations and optimize use of resources. Our community learned a great deal about the importance of safe air circulation through veriDART. Parents, students, and staff felt more confident about their safety at school."

Warren French
Head of School
The Friends School of Atlanta

Client Snapshot



Partner Snapshot



Customer Case Study

Optimizing Health & Safety and Financial ROI

Key Decision

- Optimize ventilation & filtration spend for 90+ facilities for Top 100 largest school district in the US

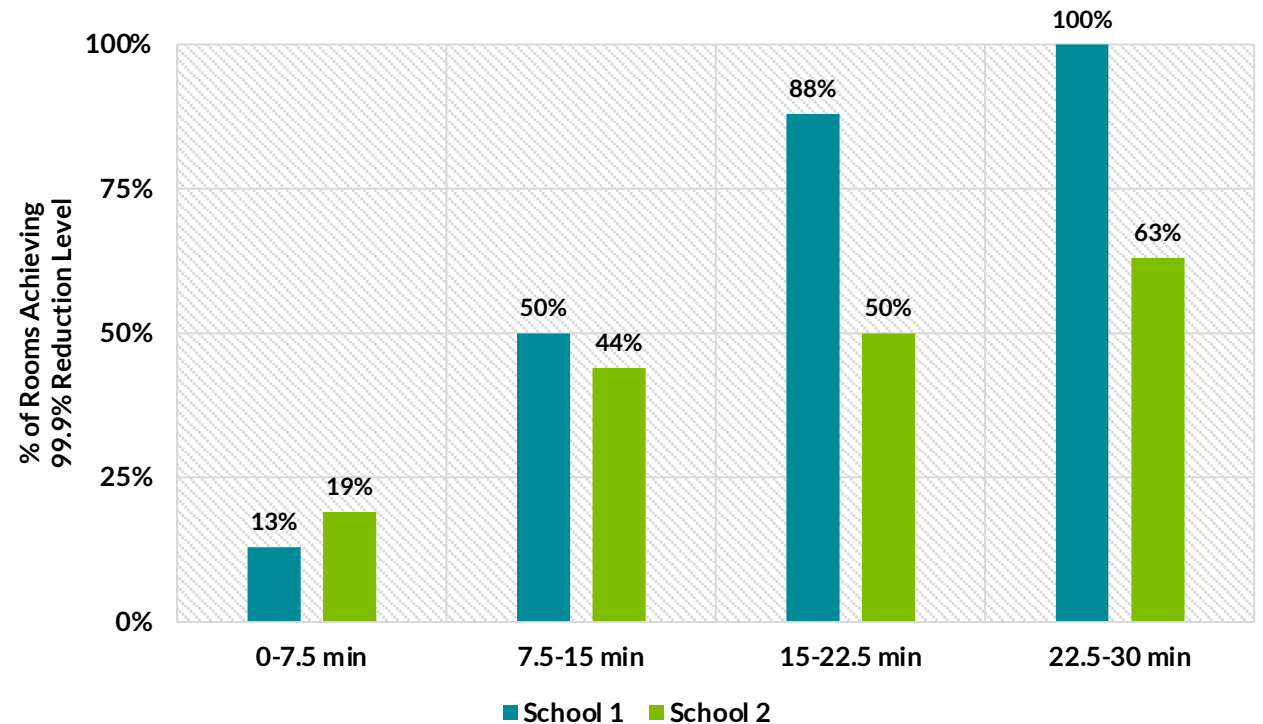
Key Findings

- Wide performance variation within and across sites
- Recently upgraded HVAC systems frequently outperformed legacy systems, but not always
- Low performing sites identified & prioritized for upgrades

ROI

- Reducing risk of infection, shutdown and absenteeism
- Validating capital budgeting and spending decisions
- Communicating safety strategy to key stakeholders

Aerosol Removal Rates Across Multiple School Sites



Government Funding

For IAQ Assessments & Improvements

American Rescue Plan

- \$122 billion for schools (ESSER/GEER/EANS/HEER)
- \$350 billion for state, local, and tribal governments for:
 - Local businesses
 - Nonprofits
 - Community centers
 - Other commercial and public establishments

Bipartisan Infrastructure Law

- Billions of dollars to support people's health and safety in:
 - Schools
 - New or upgraded airports
 - Transportation hubs
 - Low-income housing
 - Other buildings



Clean Air in Buildings Challenge



1. **CREATE AN ACTION PLAN FOR CLEAN INDOOR AIR IN YOUR BUILDING(S)** that assesses IAQ, plans for upgrades and improvements, and includes HVAC inspections and maintenance.



2. **OPTIMIZE FRESH AIR VENTILATION** by bringing in and circulating clean outdoor air indoors.



3. **ENHANCE AIR FILTRATION AND CLEANING** using the central HVAC system and in-room air cleaning devices.



4. **GET YOUR COMMUNITY ENGAGED IN YOUR ACTION PLAN** by communicating with building occupants to increase awareness, commitment, and participation in improving indoor air quality and health outcomes.

Return on Investment

COVID-19 and Beyond

Infection Control ROI	Health & Safety and Financial ROI
Protect student, teachers, and staff from infection	Improved student academic performance and disciplinary rates
Reduce absences, quarantines, and shutdowns	Reductions in asthma, headache, and fatigue for students, teachers, and custodians
Target capital and operating budgets more effectively and cost-effectively	Increased school funding based on increased average daily attendance (ADA) via reductions in illness-related absences by students
Communicate school safety to key stakeholders	Reductions in teacher absenteeism and substitute teacher costs
Limit risk of future pandemic-related outbreaks	Reduction in liability from mold and other contaminant-based health issues

“An investment right now is not just a short-term investment for COVID. If a school does this right, they can expect not only years, but decades of benefits to health beyond reductions in infectious disease transmission.”

Dr. Joseph Allen
Director of the Healthy Buildings Program
Harvard University

Once-in-a-Generation Opportunity

Establishing New Mexico as a National Leader in K-12 School Health & Safety



New Mexico
Public Schools
Insurance Authority



NMPSIA BOARD REPORT SUMMARY - LIABILITY AND PROPERTY
04-30-2022

ALL YEARS TOTAL OPEN CLAIMS FOR LIABILITY AS OF APRIL 30, 2022							ALL YEARS TOTAL OPEN CLAIMS FOR PROPERTY AS OF APRIL 30, 2022						GRAND TOTALS	
SCHOOL DISTRICT	NUMBER OF CLAIMS OPEN	NUMBER OF NEW CLAIMS	NUMBER OF CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	NUMBER OF CLAIMS OPEN	NUMBER OF NEW CLAIMS	NUMBER OF CLOSED CLAIMS	RESERVE	PAYMENT	TOTAL	TOTAL CLAIMS OPEN	GRAND TOTAL
SUBTOTAL - DISTRICTS	300	38	24	\$28,828,174.55	\$6,904,002.96	\$35,732,177.51	67	2	5	\$10,093,873.74	\$17,923,265.29	\$28,017,139.03	367	\$63,749,316.54
SUBTOTAL - CHARTER SCHOOLS	26	3	3	\$4,597,625.90	\$2,811,121.26	\$7,408,747.16	4	1	1	\$11,739.14	\$17,429.54	\$29,168.68	30	\$7,437,915.84
GRAND TOTAL	326	41	27	\$33,425,800.45	\$9,715,124.22	\$43,140,924.67	71	3	6	\$10,105,612.88	\$17,940,694.83	\$28,046,307.71	397	\$71,187,232.38

CHANGE FROM PRIOR MONTH	CURRENT CHANGES LIABILITY CLAIMS FROM PRIOR MONTH						CURRENT CHANGES PROPERTY CLAIMS FROM PRIOR MONTH						CURRENT CHANGES	
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	18	(25)	(1)	(\$203,241.19)	\$732,707.89	\$529,466.70	(1)	0	(6)	\$674,736.34	\$446,033.97	\$1,120,770.31	17	\$1,650,237.01
SUBTOTAL - CHARTER SCHOOLS	4	0	2	(\$137,134.44)	\$178,946.74	\$41,812.30	0	0	(2)	\$7,967.00	\$8,843.68	\$16,810.68	4	\$58,622.98
GRAND TOTAL	22	(25)	1	(\$340,375.63)	\$911,654.63	\$571,279.00	(1)	0	(8)	\$682,703.34	\$454,877.65	\$1,137,580.99	21	\$1,708,859.99

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
April - 2022	397	44	33	\$43,531,413.33	\$27,655,819.05	\$71,187,232.38	21	(25)	(7)	\$342,327.71	\$1,366,532.28	\$1,708,859.99
March - 2022	376	69	40	\$43,189,085.62	\$26,289,286.77	\$69,478,372.39	34	22	6	\$1,481,802.34	\$1,290,433.83	\$2,772,236.17
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	\$862,803.23
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



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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
June - 2019	422	51	53	\$43,217,875.26	\$26,318,375.08	\$69,536,250.34	0	(8)	(11)	(\$382,358.39)	(\$613,182.95)	(\$995,541.34)
May - 2019	422	59	64	\$43,600,233.65	\$26,931,558.03	\$70,531,791.68	0	(22)	(32)	\$1,288,470.66	\$499,614.67	\$1,788,085.33
April - 2019	422	81	96	\$42,311,762.99	\$26,431,943.36	\$68,743,706.35	(6)	10	18	\$1,343,933.32	(\$25,511.58)	\$1,318,421.74
March - 2019	428	71	78	\$40,967,829.67	\$26,457,454.94	\$67,425,284.61	(3)	12	(8)	(\$899,461.46)	(\$410,414.21)	(\$1,309,875.67)
February - 2019	431	59	86	\$41,867,291.13	\$26,867,869.15	\$68,735,160.28	(24)	(28)	(3)	\$164,951.99	\$1,975,662.57	\$2,140,614.56
January - 2019	455	87	89	\$41,702,339.14	\$24,892,206.58	\$66,594,545.72	8	24	37	\$158,452.79	(\$482,277.33)	(\$323,824.54)
December - 2018	447	63	52	\$41,543,886.35	\$25,374,483.91	\$66,918,370.26	15	12	(10)	(\$1,958,279.02)	(\$972,475.52)	(\$2,930,754.54)
November - 2018	432	51	62	\$43,502,165.37	\$26,346,959.43	\$69,849,124.80	(8)	(13)	4	\$4,827,066.90	\$83,774.34	\$4,910,841.24
October - 2018	440	64	58	\$38,675,098.47	\$26,263,185.09	\$64,938,283.56	14	4	12	\$1,146,821.51	\$2,655,891.54	\$3,802,713.05
September - 2018	426	60	46	\$37,528,276.96	\$23,607,293.55	\$61,135,570.51	16	12	(11)	(\$1,417,950.40)	\$2,634,120.31	\$1,216,169.91
August - 2018	410	48	57	\$38,946,227.36	\$20,973,173.24	\$59,919,400.60	(3)	5	4	(\$63,929.75)	\$1,127,270.33	\$1,063,340.58
July - 2018	413	43	53	\$39,010,157.11	\$19,845,902.91	\$58,856,060.02	6	(4)	(2)	(\$936,413.37)	\$659,744.44	(\$276,668.93)
June - 2018	407	47	55	\$39,946,570.48	\$19,186,158.47	\$59,132,728.95	(2)	(10)	(12)	(\$200,028.26)	\$648,648.83	\$448,620.57
May - 2018	409	57	67	\$40,146,598.74	\$18,537,509.64	\$58,684,108.38	(6)	1	7	(\$67,064.24)	\$1,891,807.24	\$1,824,743.00
April - 2018	415	56	60	\$40,213,662.98	\$16,645,702.40	\$56,859,365.38	3	(14)	7	\$3,445,754.89	\$274,153.41	\$3,719,908.30
March - 2018	412	70	53	\$36,767,908.09	\$16,371,548.99	\$53,139,457.08	22	13	0	\$416,729.48	\$123,885.81	\$540,615.29
February - 2018	390	57	53	\$36,351,178.61	\$16,247,663.18	\$52,598,841.79	13	15	(12)	\$78,214.82	\$569,264.09	\$647,478.91
January - 2018	377	42	65	\$36,272,963.79	\$15,678,399.09	\$51,951,362.88	(19)	(6)	11	\$4,544,614.92	(\$5,168,964.76)	(\$624,349.84)
December - 2017	396	48	54	\$31,728,348.87	\$20,847,363.85	\$52,575,712.72	(1)	2	(4)	\$4,805,963.82	(\$238,661.04)	\$4,567,302.78
November - 2017	397	46	58	\$26,922,385.05	\$21,086,024.89	\$48,008,409.94	(9)	(11)	(16)	\$566,501.76	\$918,817.59	\$1,485,319.35
October - 2017	406	57	74	\$26,355,883.29	\$20,167,207.30	\$46,523,090.59	(11)	(12)	9	\$1,434,951.42	(\$1,443,669.40)	(\$8,717.98)
September - 2017	417	69	65	\$24,920,931.87	\$21,610,876.70	\$46,531,808.57	8	(2)	6	\$847,666.27	\$924,886.70	\$1,772,552.97
August - 2017	409	71	59	\$24,073,265.60	\$20,685,990.00	\$44,759,255.60	17	29	20	(\$3,283,742.53)	\$4,471,373.88	\$1,187,631.35
July - 2017	392	42	39	\$27,357,008.13	\$16,214,616.12	\$43,571,624.25	(3)	(32)	(41)	\$2,135,176.15	(\$1,715,320.69)	\$419,855.46
June - 2017	395	74	80	\$25,221,831.98	\$17,929,936.81	\$43,151,768.79	(2)	2	10	\$221,939.57	(\$7,714,631.04)	(\$7,492,691.47)
May - 2017	397	72	70	\$24,999,892.41	\$25,644,567.85	\$50,644,460.26	7	0	12	\$200,322.76	\$4,682,879.78	\$4,883,202.54
April - 2017	390	72	58	\$24,799,569.65	\$20,961,688.07	\$45,761,257.72	19	18	(20)	\$302,674.47	\$415,194.69	\$717,869.16
March - 2017	371	54	78	\$24,496,895.18	\$20,546,493.38	\$45,043,388.56	(19)	2	12	\$1,842,880.95	\$201,262.46	\$2,044,143.41
February - 2017	390	52	66	\$22,654,014.23	\$20,345,230.92	\$42,999,245.15	(9)	(4)	18	\$337,777.16	(\$930,833.16)	(\$593,056.00)
January - 2017	399	56	48	\$22,316,237.07	\$21,276,064.08	\$43,592,301.15	12	15	(16)	(\$800,299.00)	(\$2,459,027.30)	(\$3,259,326.30)
December - 2016	387	41	64	\$23,116,536.07	\$23,735,091.38	\$46,851,627.45	(12)	(13)	16	(\$723,695.92)	(\$3,274,434.66)	(\$3,998,130.58)
November - 2016	399	54	48	\$23,840,231.99	\$27,009,526.04	\$50,849,758.03	9	(16)	(21)	\$810,894.81	(\$97,948.91)	\$712,945.90
October - 2016	390	70	69	\$23,029,337.18	\$27,107,474.95	\$50,136,812.13	8	5	3	\$6,230,975.68	(\$4,283,165.80)	\$1,947,809.88
September - 2016	382	65	66	\$16,798,361.50	\$31,390,640.75	\$48,189,002.25	2	22	9	(\$4,854,252.61)	\$4,859,670.22	\$5,417.61
August - 2016	380	43	57	\$21,652,614.11	\$26,530,970.53	\$48,183,584.64	(8)	(6)	(2)	\$4,707,462.62	(\$57,523.90)	\$4,649,938.72
July - 2016	388	49	59	\$16,945,151.49	\$26,588,494.43	\$43,533,645.92	(5)	4	(7)	\$92,242.72	(\$663,157.53)	(\$570,914.81)
June - 2016	393	45	66	\$16,852,908.77	\$27,251,651.96	\$44,104,560.73	(17)	(8)	(14)	(\$847,446.57)	(\$298,545.88)	(\$1,145,992.45)
May - 2016	410	53	80	\$17,700,355.34	\$27,550,197.84	\$45,250,553.18	(18)	(13)	0	(\$212,446.98)	\$1,180,064.77	\$967,617.79
April - 2016	428	66	80	\$17,912,802.32	\$26,370,133.07	\$44,282,935.39	(5)	(10)	7	\$570,589.57	\$1,031,678.21	\$1,602,267.78
March - 2016	433	76	73	\$17,342,212.75	\$25,338,454.86	\$42,680,667.61	7	16	24	\$21,031.66	\$193,047.11	\$214,078.77
February - 2016	426	60	49	\$17,321,181.09	\$25,145,407.75	\$42,466,588.84	19	(24)	(33)	\$65,367.55	(\$1,270,090.92)	(\$1,204,723.37)
January - 2016	407	84	82	\$17,255,813.54	\$26,415,498.67	\$43,671,312.21	7	39	16	\$972,841.29	(\$900,434.77)	\$72,406.52
December - 2015	400	45	66	\$16,282,972.25	\$27,315,933.44	\$43,598,905.69	(18)	(10)	13	(\$1,036,660.07)	\$4,702,560.85	\$3,665,900.78
November - 2015	418	55	53	\$17,319,632.32	\$22,613,372.59	\$39,933,004.91	6	(15)	(28)	\$176,720.62	(\$347,646.24)	(\$170,925.62)
October - 2015	412	70	81	\$17,142,911.70	\$22,961,018.83	\$40,103,930.53	(5)	7	19	\$2,445,125.76	\$477,525.30	\$2,922,651.06
September - 2015	417	63	62	\$14,697,785.94	\$22,483,493.53	\$37,181,279.47	4	21	6	(\$93,329.16)	\$1,014,861.79	\$921,532.63
August - 2015	413	42	56	\$14,791,115.10	\$21,468,631.74	\$36,259,746.84	(5)	0	(20)	(\$399,284.37)	(\$285,376.84)	(\$684,661.21)
July - 2015	418	42	76	\$15,190,399.47	\$21,754,008.58	\$36,944,408.05	(24)	(27)	(7)	(\$687,095.29)	\$967,360.12	\$280,264.83



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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
June - 2015	442	69	83	\$15,877,494.76	\$20,786,648.46	\$36,664,143.22	(5)	(40)	16	(\$669,991.99)	\$558,105.47	(\$111,886.52)
May - 2015	447	109	67	\$16,547,486.75	\$20,228,542.99	\$36,776,029.74	46	60	9	\$1,068,711.25	\$936,038.48	\$2,004,749.73
April - 2015	401	49	58	\$15,478,775.50	\$19,292,504.51	\$34,771,280.01	1	(34)	(19)	\$1,415,426.70	\$978,138.07	\$2,393,564.77
March - 2015	400	83	77	\$14,063,348.80	\$18,314,366.44	\$32,377,715.24	10	17	14	(\$1,040,889.33)	\$1,384,415.37	\$343,526.04
February - 2015	390	66	63	\$15,104,238.13	\$16,929,951.07	\$32,034,189.20	8	13	2	\$153,879.68	(\$144,660.31)	\$9,219.37
January - 2015	382	53	61	\$14,950,358.45	\$17,074,611.38	\$32,024,969.83	(1)	(4)	(24)	\$927,358.59	(\$429,138.73)	\$498,219.86
December - 2014	383	57	85	\$14,022,999.86	\$17,503,750.11	\$31,526,749.97	(13)	(11)	27	(\$451,742.08)	(\$640,564.00)	(\$1,092,306.08)
November - 2014	396	68	58	\$14,474,741.94	\$18,144,314.11	\$32,619,056.05	14	(6)	9	\$1,987,496.87	(\$642,243.18)	\$1,345,253.69
October - 2014	382	74	49	\$12,487,245.07	\$18,786,557.29	\$31,273,802.36	26	12	(11)	\$908,822.48	\$947,564.79	\$1,856,387.27
September - 2014	356	62	60	\$11,578,422.59	\$17,838,992.50	\$29,417,415.09	9	20	7	(\$62,877.98)	\$998,825.87	\$935,947.89
August - 2014	347	42	53	\$11,641,300.57	\$16,840,166.63	\$28,481,467.20	0	1	(17)	(\$287,743.41)	\$1,083,679.12	\$795,935.71
July - 2014	347	41	70	\$11,929,043.98	\$15,756,487.51	\$27,685,531.49	(19)	(23)	10	\$147,459.00	(\$4,033,994.02)	(\$3,886,535.02)
June - 2014	366	64	60	\$11,781,584.98	\$19,790,481.53	\$31,572,066.51	8	(9)	(39)	(\$2,788,943.55)	\$570,248.85	(\$2,218,694.70)
May - 2014	358	73	99	\$14,570,528.53	\$19,220,232.68	\$33,790,761.21	(16)	12	30	(\$965,422.07)	\$704,841.33	(\$260,580.74)
April - 2014	374	61	69	\$15,535,950.60	\$18,515,391.35	\$34,051,341.95	(3)	(7)	(2)	\$548,815.82	\$45,461.01	\$594,276.83
March - 2014	377	68	71	\$14,987,134.78	\$18,469,930.34	\$33,457,065.12	2	0	12	(\$644,037.24)	\$648,885.47	\$4,848.23
February - 2014	375	68	59	\$15,631,172.02	\$17,821,044.87	\$33,452,216.89	13	8	8	\$577,320.90	\$130,672.81	\$707,993.71
January - 2014	362	60	51	\$15,053,851.12	\$17,690,372.06	\$32,744,223.18	11	17	1	(\$1,458,691.76)	(\$115,732.04)	(\$1,574,423.80)
December - 2013	351	43	50	\$16,512,542.88	\$17,806,104.10	\$34,318,646.98	(1)	(6)	(15)	\$1,431,628.12	(\$327,428.47)	\$1,104,199.65
November - 2013	352	49	65	\$15,080,914.76	\$18,133,532.57	\$33,214,447.33	(9)	(15)	3	(\$1,415,384.64)	\$516,193.95	(\$899,190.69)
October - 2013	361	64	62	\$16,496,299.40	\$17,617,338.62	\$34,113,638.02	6	6	14	(\$817,228.32)	\$1,562,526.14	\$745,297.82
September - 2013	355	58	48	\$17,313,527.72	\$16,054,812.48	\$33,368,340.20	14	(8)	(19)	(\$455,661.33)	\$1,337,362.94	\$881,701.61
August - 2013	341	66	67	\$17,769,189.05	\$14,717,449.54	\$32,486,638.59	5	44	(3)	\$106,235.53	\$151,970.94	\$258,206.47
July - 2013	336	22	70	\$17,662,953.52	\$14,565,478.60	\$32,228,432.12	(42)	(22)	(7)	\$1,326,275.66	\$1,263,174.86	\$2,589,450.52
June - 2013	378	44	77	\$16,336,677.86	\$13,302,303.74	\$29,638,981.60	(27)	(12)	(17)	(\$511,749.59)	(\$1,658,851.31)	(\$2,170,600.90)
May - 2013	405	56	94	\$16,848,427.45	\$14,961,155.05	\$31,809,582.50	(32)	(21)	14	\$1,533,732.89	\$641,437.67	\$2,175,170.56
April - 2013	437	77	80	\$15,314,694.56	\$14,319,717.38	\$29,634,411.94	2	19	29	\$436,875.47	\$335,558.98	\$772,434.45
March - 2013	435	58	51	\$14,877,819.09	\$13,984,158.40	\$28,861,977.49	8	(19)	(18)	(\$757,661.20)	\$649,829.92	(\$107,831.28)
February - 2013	427	77	69	\$15,635,480.29	\$13,334,328.48	\$28,969,808.77	16	14	0	(\$735,416.13)	\$1,072,351.16	\$336,935.03
January - 2013	411	63	69	\$16,370,896.42	\$12,261,977.32	\$28,632,873.74	(1)	6	15	(\$269,726.04)	(\$635,849.28)	(\$905,575.32)
December - 2012	412	57	54	\$16,640,622.46	\$12,897,826.60	\$29,538,449.06	4	(11)	(15)	\$627,167.49	(\$1,770,100.38)	(\$1,142,932.89)
November - 2012	408	68	69	\$16,013,454.97	\$14,667,926.98	\$30,681,381.95	9	2	(35)	(\$767,317.57)	\$1,248,510.64	\$481,193.07
October - 2012	399	66	104	\$16,780,772.54	\$13,419,416.34	\$30,200,188.88	(36)	21	37	(\$10,699.97)	(\$460,985.32)	(\$471,685.29)
September - 2012	435	45	67	\$16,791,472.51	\$13,880,401.66	\$30,671,874.17	(18)	(15)	(8)	(\$941,678.54)	(\$1,326,823.94)	(\$2,268,502.48)
August - 2012	453	60	75	\$17,733,151.05	\$15,207,225.60	\$32,940,376.65	(5)	27	11	(\$505,680.22)	\$784,250.50	\$278,570.28
July - 2012	458	33	64	\$18,238,831.27	\$14,422,975.10	\$32,661,806.37	(28)	(34)	11	\$4,870,187.51	(\$24,566.54)	\$4,845,620.97
June - 2012	486	67	53	\$13,368,643.76	\$14,447,541.64	\$27,816,185.40	17	(33)	(7)	\$1,868,965.74	\$183,961.94	\$2,052,927.68
May - 2012	469	100	60	\$11,499,678.02	\$14,263,579.70	\$25,763,257.72	47	32	(28)	\$553,440.98	(\$6,978,426.26)	(\$6,424,985.28)
April - 2012	422	68	88	\$10,946,237.04	\$21,242,005.96	\$32,188,243.00	(13)	(5)	9	(\$165,726.31)	(\$185,646.29)	(\$351,372.60)
March - 2012	435	73	79	\$11,111,963.35	\$21,427,652.25	\$32,539,615.60	4	(7)	9	(\$324,030.41)	\$176,439.15	(\$147,591.26)
February - 2012	431	80	70	\$11,435,993.76	\$21,251,213.10	\$32,687,206.86	20	8	(10)	(\$470,010.20)	\$241,476.29	(\$228,533.91)
January - 2012	411	72	80	\$11,906,003.96	\$21,009,736.81	\$32,915,740.77	5	11	21	\$837,296.48	\$606,811.67	\$1,444,108.15
December - 2011	406	61	59	\$11,068,707.48	\$20,402,925.14	\$31,471,632.62	6	(5)	(22)	(\$524,426.82)	(\$1,030,529.84)	(\$1,554,956.66)
November - 2011	400	66	81	\$11,593,134.30	\$21,433,454.98	\$33,026,589.28	(10)	(10)	17	\$931,871.09	\$710,882.17	\$1,642,753.26
October - 2011	410	76	64	\$10,661,263.21	\$20,722,572.81	\$31,383,836.02	17	15	(20)	(\$2,601,912.52)	\$5,586,938.48	\$2,985,025.96
September - 2011	393	61	84	\$13,263,175.73	\$15,135,634.33	\$28,398,810.06	(11)	(14)	9	(\$192,665.60)	\$721,228.43	\$528,562.83
August - 2011	404	75	75	\$13,455,841.33	\$14,414,405.90	\$27,870,247.23	7	37	11	(\$434,257.09)	(\$25,567.19)	(\$459,824.28)
July - 2011	397	38	64	\$13,890,098.42	\$14,439,973.09	\$28,330,071.51	(19)	(33)	(49)	(\$109,868.17)	(\$172,198.18)	(\$282,066.35)



NMPSIA BOARD REPORT SUMMARY - LIABILITY AND PROPERTY
04-30-2022

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
June - 2011	416	71	113	\$13,999,966.59	\$14,612,171.27	\$28,612,137.86	(39)	4	3	(\$138,695.20)	\$16,672.54	(\$122,022.66)
May - 2011	455	67	110	\$14,138,661.79	\$14,595,498.73	\$28,734,160.52	(37)	(2)	27	(\$1,967,332.75)	\$1,869,880.61	(\$97,452.14)
April - 2011	492	69	83	\$16,105,994.54	\$12,725,618.12	\$28,831,612.66	(7)	(14)	(9)	\$322,242.60	\$486,649.75	\$808,892.35
March - 2011	499	83	92	\$15,783,751.94	\$12,238,968.37	\$28,022,720.31	(6)	(43)	18	\$241,950.94	(\$547,992.66)	(\$306,041.72)
February - 2011	505	126	74	\$15,541,801.00	\$12,786,961.03	\$28,328,762.03	58	26	13	\$398,167.17	\$554,540.66	\$952,707.83
January - 2011	447	100	61	\$15,143,633.83	\$12,232,420.37	\$27,376,054.20	44	38	8	\$184,749.13	\$846,356.42	\$1,031,105.55
December - 2010	403	62	53	\$14,958,884.70	\$11,386,063.95	\$26,344,948.65	13	14	(29)	(\$103,642.79)	\$676,602.55	\$572,959.76
November - 2010	390	48	82	\$15,062,527.49	\$10,709,461.40	\$25,771,988.89	(30)	(18)	(6)	(\$320,853.16)	\$59,072.28	(\$261,780.88)
October - 2010	420	66	88	\$15,383,380.65	\$10,650,389.12	\$26,033,769.77	(19)	(42)	(1)	(\$696,545.50)	\$1,555,302.25	\$858,756.75
September - 2010	439	108	89	\$16,079,926.15	\$9,095,086.87	\$25,175,013.02	27	49	28	\$200,325.24	(\$976,532.30)	(\$776,207.06)
August - 2010	412	59	61	\$15,879,600.91	\$10,071,619.17	\$25,951,220.08	11	20	(21)	(\$62,999.48)	\$221,377.95	\$158,378.47
July - 2010	401	39	82	\$15,942,600.39	\$9,850,241.22	\$25,792,841.61	(34)	(28)	13	(\$1,770,676.33)	\$1,366,312.86	(\$404,363.47)
June - 2010	435	67	69	\$17,713,276.72	\$8,483,928.36	\$26,197,205.08	5	(5)	(19)	\$339,060.00	(\$185,766.18)	\$153,293.82



NMPSIA BOARD REPORT

ALL YEARS TOTAL														
OPEN CLAIMS FOR WORKERS' COMPENSATION AS OF April 30, 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
APRIL-2022	+20	930	+1	23	(47)	178	(24)	181	(\$354,710)	\$14,331,022.70	+\$398,883	\$47,888,592.21	+\$44,173	\$ 62,219,614.91
MARCH-2022	+42	910	+7	22	+59	225	+26	205	+\$27,833	\$14,685,732.34	(\$404,683)	\$47,489,709.58	(\$376,850)	\$ 62,175,441.92
	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
HISTORY	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
APRIL-2022	+20	930	+1	23	(47)	178	(24)	181	(\$354,710)	\$14,331,022.70	+\$398,883	\$47,888,592.21	+\$44,173	\$ 62,219,614.91
MARCH-2022	+42	910	+7	22	+59	225	+26	205	+\$27,833	\$14,685,732.34	(\$404,683)	\$47,489,709.58	(\$376,850)	\$ 62,175,441.92
FEBRUARY-2022	+1	868	+2	15	+65	166	+9	179	+\$168,625	\$14,657,898.88	(\$178,556)	\$47,894,392.95	(\$9,932)	\$ 62,552,291.83
JANUARY-2022	+0	867	+0	13	+0	101	+0	170	+\$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

HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2019	(30)	1,030	+4	22	(12)	200	+6	252	(\$168,622)	\$15,113,994.31	(\$841,042)	\$52,953,477.71	(\$1,009,664)	\$68,067,472.02
NOVEMBER-2019	(16)	1,060	(17)	18	(50)	212	+14	246	(\$275,891)	\$15,282,616.22	(\$85,064)	\$53,794,519.39	(\$360,955)	\$69,077,135.61
OCTOBER-2019	+65	1,076	+11	35	+0	262	+0	232	+\$208,784	\$15,558,506.87	+\$251,119	\$53,879,583.36	+\$459,903	\$69,438,090.23
SEPTEMBER-2019	+54	1,011	+11	24	+48	262	+11	232	+\$43,755	\$15,349,722.39	(\$129,061)	\$53,628,464.45	(\$85,306)	\$68,978,186.84
AUGUST-2019	+6	957	(14)	13	+121	214	+61	221	(\$198,665)	\$15,305,967.21	(\$563,823)	\$53,757,525.95	(\$762,489)	\$69,063,493.16
JULY-2019	(40)	951	+2	27	(1)	93	(29)	160	(\$513,127)	\$15,504,632.60	+\$377,207	\$54,321,349.24	(\$135,920)	\$69,825,981.84
JUNE-2019	(70)	991	(1)	25	(117)	94	(22)	189	(\$257,697)	\$16,017,759.28	(\$726,161)	\$53,944,142.62	(\$983,857)	\$69,961,901.90
MAY-2019	+26	1,061	+10	26	(7)	211	(37)	211	(\$21,961)	\$16,275,456.06	(\$89,549)	\$54,670,303.22	(\$111,511)	\$70,945,759.28
APRIL-2019	(14)	1,035	(1)	16	+23	218	(7)	248	(\$7,978)	\$16,297,417.10	+\$96,352	\$54,759,852.71	+\$88,375	\$71,057,269.81
MARCH-2019	(43)	1,049	(17)	17	(3)	195	+9	255	(\$384,319)	\$16,305,394.69	(\$288,633)	\$54,663,500.47	(\$672,952)	\$70,968,895.16
FEBRUARY-2019	(14)	1,092	+10	34	(44)	198	(10)	246	+\$81,809	\$16,689,713.66	(\$793,804)	\$54,952,133.73	(\$711,995)	\$71,641,847.39
JANUARY-2019	+10	1,106	+1	24	+43	242	(2)	256	+\$364,345	\$16,607,905.11	(\$24,630)	\$55,745,937.52	+\$339,716	\$72,353,842.63
DECEMBER-2018	(36)	1,096	+1	23	(50)	199	+37	258	+\$117,652	\$16,243,559.61	(\$611,433)	\$55,770,567.21	(\$493,781)	\$72,014,126.82
NOVEMBER-2018	+50	1,132	+2	22	(30)	249	(28)	221	+\$129,599	\$16,125,907.76	(\$446,203)	\$56,382,000.51	(\$316,604)	\$72,507,908.27
OCTOBER-2018	+50	1,082	+9	20	+40	279	+23	249	+\$47,385	\$15,996,308.46	(\$885,915)	\$56,828,203.32	(\$838,530)	\$72,824,511.78
SEPTEMBER-2018	+35	1,032	(4)	11	+17	239	(6)	226	+\$68,309	\$15,948,923.44	(\$699,966)	\$57,714,117.92	(\$631,658)	\$73,663,041.36
AUGUST-2018	+5	997	(11)	15	+169	222	+102	232	+\$109,049	\$15,880,614.94	(\$5,174,653)	\$58,414,084.00	(\$5,065,604)	\$74,294,698.94
JULY-2018	(51)	992	(10)	26	(30)	53	(68)	130	(\$272,827)	\$15,771,566.30	(\$448,355)	\$63,588,736.65	(\$721,182)	\$79,360,302.95
JUNE-2018	(79)	1,043	+1	36	(85)	83	(35)	198	(\$556,668)	\$16,044,392.95	(\$518,476)	\$64,037,091.65	(\$1,075,144)	\$80,081,484.60
MAY-2018	(30)	1,122	+17	35	(69)	168	(14)	233	(\$956,649)	\$16,601,060.86	+\$145,448	\$64,555,567.54	(\$811,201)	\$81,156,628.40
APRIL-2018	+8	1,152	(10)	18	+3	237	(10)	247	(\$46,813)	\$17,557,710.17	(\$407,243)	\$64,410,119.51	(\$454,055)	\$81,967,829.68
MARCH-2018	+5	1,144	+6	28	+1	234	+40	257	+\$502,590	\$17,604,522.71	(\$321,579)	\$64,817,362.40	+\$181,011	\$82,421,885.11
FEBRUARY-2018	+38	1,139	+3	22	+51	233	(22)	217	+\$222,341	\$17,101,933.16	+\$27,449	\$65,138,941.31	+\$249,790	\$82,240,874.47
JANUARY-2018	(38)	1,101	(11)	19	+5	182	+31	239	+\$681,533	\$16,879,592.09	(\$17,848)	\$65,111,492.43	+\$663,685	\$81,991,084.52
DECEMBER-2017	(1)	1,139	+8	30	(56)	177	(77)	208	(\$657,319)	\$16,198,059.16	+\$715,933	\$65,129,340.55	+\$58,614	\$81,327,399.71
NOVEMBER-2017	(30)	1,140	(7)	22	(69)	233	+13	285	(\$34,757)	\$16,855,377.70	(\$466,970)	\$64,413,407.55	(\$501,727)	\$81,268,785.25
OCTOBER-2017	+59	1,170	+8	29	+20	302	(18)	272	(\$4,249)	\$16,890,134.83	+\$750,312	\$64,880,377.72	+\$746,063	\$81,770,512.55
SEPTEMBER-2017	+13	1,111	(6)	21	+79	282	+110	290	+\$196,754	\$16,894,384.06	+\$4,085	\$64,130,065.28	+\$200,839	\$81,024,449.34
AUGUST-2017	+50	1,098	+2	27	+135	203	+45	180	+\$455,505	\$16,697,630.16	+\$1,039,655	\$64,125,980.31	+\$1,495,160	\$80,823,610.47
JULY-2017	(42)	1,048	(14)	25	(8)	68	(108)	135	(\$378,387)	\$16,242,124.72	(\$947,466)	\$63,086,325.79	(\$1,325,853)	\$79,328,450.51
JUNE-2017	(128)	1,090	+13	39	(186)	76	+20	243	(\$467,997)	\$16,620,511.73	+\$291,434	\$64,033,791.67	(\$176,563)	\$80,654,303.40
MAY-2017	+65	1,218	+6	26	+80	262	(8)	223	(\$75,239)	\$17,088,508.44	+\$600,977	\$63,742,357.59	+\$525,738	\$80,830,866.03
APRIL-2017	(29)	1,153	(4)	20	(44)	182	(65)	231	(\$108,702)	\$17,163,747.69	+\$237,019	\$63,141,380.81	+\$128,317	\$80,305,128.50
MARCH-2017	(46)	1,182	(9)	24	(7)	226	(2)	296	(\$637,437)	\$17,272,449.73	+\$434,195	\$62,904,362.04	(\$203,242)	\$80,176,811.77
FEBRUARY-2017	(32)	1,228	(16)	33	+1	233	+22	298	(\$189,805)	\$17,909,887.12	+\$521,044	\$62,470,166.58	+\$331,239	\$80,380,053.70
JANUARY-2017	+5	1,260	+12	49	+50	232	+4	276	+\$100,445	\$18,099,692.13	(\$54,337)	\$61,949,122.74	+\$46,108	\$80,048,814.87



NMPSIA BOARD REPORT

HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2016	(53)	1,255	+7	37	(54)	182	+13	272	(\$816,754)	\$17,999,247.20	+\$556,251	\$62,003,459.37	(\$260,503)	\$ 80,002,706.57
NOVEMBER-2016	+7	1,308	+2	30	(37)	236	+14	259	(\$212,743)	\$18,816,001.20	(\$413,172)	\$61,447,208.67	(\$625,915)	\$ 80,263,209.87
OCTOBER-2016	+56	1,301	+6	28	(26)	273	(29)	245	+\$365,314	\$19,028,743.79	(\$279,454)	\$61,860,381.14	+\$85,860	\$ 80,889,124.93
SEPTEMBER-2016	+47	1,245	(5)	22	+45	299	(18)	274	(\$296,440)	\$18,663,429.35	(\$687,285)	\$62,139,835.23	(\$983,725)	\$ 80,803,264.58
AUGUST-2016	(11)	1,198	+3	27	+176	254	+87	292	+\$392,810	\$18,959,868.90	+\$611,645	\$62,827,120.26	+\$1,004,454	\$ 81,786,989.16
JULY-2016	(103)	1,209	(11)	24	(48)	78	(3)	205	(\$220,354)	\$18,567,059.16	(\$370,539)	\$62,215,475.66	(\$590,893)	\$ 80,782,534.82
JUNE-2016	(47)	1,312	+0	35	(120)	126	+2	208	(\$338,873)	\$18,787,412.72	+\$520,694	\$62,586,015.00	+\$181,820	\$ 81,373,427.72
MAY-2016	+75	1,359	+12	35	+6	246	(126)	206	(\$306,592)	\$19,126,286.21	+\$49,404	\$62,065,321.12	(\$257,187)	\$ 81,191,607.33
APRIL-2016	(69)	1,284	(2)	23	(23)	240	+83	332	(\$430,695)	\$19,432,877.98	(\$47,146)	\$62,015,916.78	(\$477,840)	\$ 81,448,794.76
MARCH-2016	+39	1,353	+1	25	(3)	263	(45)	249	+\$121,977	\$19,863,572.52	+\$290,492	\$62,063,062.40	+\$412,469	\$ 81,926,634.92
FEBRUARY-2016	(4)	1,314	+3	24	+0	266	+28	294	(\$337,645)	\$19,741,595.64	+\$188,468	\$61,772,570.66	(\$149,177)	\$ 81,514,166.30
JANUARY-2016	+21	1,318	+0	21	+51	266	+20	266	+\$2,009,571	\$20,079,240.23	(\$420,688)	\$61,584,102.65	+\$1,588,883	\$ 81,663,342.88
DECEMBER-2015	(10)	1,297	(2)	21	(21)	215	+17	246	(\$189,493)	\$18,069,669.35	+\$503,999	\$62,004,790.64	+\$314,506	\$ 80,074,459.99
NOVEMBER-2015	+30	1,307	+2	23	(48)	236	(68)	229	+\$457,471	\$18,259,162.16	+\$47,515	\$61,500,791.77	+\$504,986	\$ 79,759,953.93
OCTOBER-2015	+8	1,277	(15)	21	(77)	284	(30)	297	(\$158,771)	\$17,801,691.62	+\$288,866	\$61,453,276.79	+\$130,095	\$ 79,254,968.41
SEPTEMBER-2015	+70	1,269	+9	36	+146	361	+90	327	+\$213,399	\$17,960,462.98	+\$118,488	\$61,164,410.72	+\$331,887	\$ 79,124,873.70
AUGUST-2015	+5	1,199	(13)	27	+132	215	+90	237	+\$513,704	\$17,747,063.95	(\$134,584)	\$61,045,922.63	+\$379,120	\$ 78,792,986.58
JULY-2015	(24)	1,194	+17	40	(24)	83	(102)	147	+\$121,894	\$17,233,360.18	+\$645,130	\$61,180,506.35	+\$767,024	\$ 78,413,866.53
JUNE-2015	(119)	1,218	(3)	23	(171)	107	(44)	249	(\$252,237)	\$17,111,466.46	(\$765,758)	\$60,535,376.45	(\$1,017,995)	\$ 77,646,842.91
MAY-2015	+11	1,337	(5)	26	+86	278	+69	293	(\$144,890)	\$17,363,703.52	+\$304,920	\$61,301,134.44	+\$160,030	\$ 78,664,837.96
APRIL-2015	(1)	1,326	(24)	31	(103)	192	(83)	224	+\$21,895	\$17,508,594.02	+\$438,561	\$60,996,213.99	+\$460,456	\$ 78,504,808.01
MARCH-2015	+43	1,327	+38	55	(4)	295	+18	307	+\$305,294	\$17,486,698.67	+\$424,703	\$60,557,653.28	+\$729,997	\$ 78,044,351.95
FEBRUARY-2015	+27	1,284	(6)	17	(14)	299	(56)	289	+\$380,779	\$17,181,404.61	+\$215,756	\$60,132,950.72	+\$596,534	\$ 77,314,355.33
JANUARY-2015	(9)	1,257	(4)	23	+64	313	+11	345	(\$120,655)	\$16,800,625.98	+\$575,950	\$59,917,194.86	+\$455,294	\$ 76,717,820.84
DECEMBER-2014	(58)	1,266	(4)	27	(8)	249	+61	334	(\$70,124)	\$16,921,281.20	+\$390,981	\$59,341,245.25	+\$320,856	\$ 76,262,526.45
NOVEMBER-2014	+15	1,324	(1)	31	(43)	257	+8	273	(\$37,323)	\$16,991,405.50	+\$346,459	\$58,950,264.58	+\$309,136	\$ 75,941,670.08
OCTOBER-2014	+67	1,309	+9	32	(73)	300	(95)	265	(\$96,043)	\$17,028,728.64	(\$543,216)	\$58,603,805.94	(\$639,259)	\$ 75,632,534.58
SEPTEMBER-2014	+36	1,242	+9	23	+144	373	+181	360	(\$214,504)	\$17,124,771.93	+\$380,668	\$59,147,021.96	+\$166,164	\$ 76,271,793.89
AUGUST-2014	+64	1,206	(9)	14	+129	229	(12)	179	+\$269,568	\$17,339,275.85	+\$396,180	\$58,766,353.59	+\$665,748	\$ 76,105,629.44
JULY-2014	(68)	1,142	+3	23	+15	100	+13	191	(\$91,542)	\$17,069,707.59	+\$737,746	\$58,370,173.95	+\$646,204	\$ 75,439,881.54
JUNE-2014	(73)	1,210	(1)	20	(198)	85	(124)	178	+\$71,248	\$17,161,249.51	+\$38,101	\$57,632,428.44	+\$109,349	\$ 74,793,677.95
MAY-2014	+2	1,283	+2	21	+7	283	(28)	302	+\$341,088	\$17,090,001.23	+\$392,764	\$57,594,327.62	+\$733,852	\$ 74,684,328.85
APRIL-2014	(35)	1,281	(19)	19	(3)	276	+32	330	(\$325,480)	\$16,748,913.39	+\$48,321	\$57,201,563.93	(\$277,159)	\$ 73,950,477.32
MARCH-2014	+19	1,316	+15	38	(22)	279	(35)	298	+\$130,579	\$17,074,393.44	+\$636,364	\$57,153,242.92	+\$766,943	\$ 74,227,636.36
FEBRUARY-2014	(9)	1,297	(17)	23	+52	301	+12	333	(\$77,445)	\$16,943,814.04	+\$5,945	\$56,516,878.90	(\$71,500)	\$ 73,460,692.94
JANUARY-2014	(32)	1,306	(3)	40	+29	249	+33	321	(\$21,407)	\$17,021,259.17	(\$403,836)	\$56,510,934.02	(\$425,244)	\$ 73,532,193.19



NMPSIA BOARD REPORT

HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2013	(25)	1,338	+2	43	(70)	220	(19)	288	+\$276,938	\$17,042,666.63	(\$214,089)	\$56,914,770.11	+\$62,849	\$ 73,957,436.74
NOVEMBER-2013	+24	1,363	(9)	41	(55)	290	(27)	307	(\$402,967)	\$16,765,728.63	+\$195,636	\$57,128,859.18	(\$207,332)	\$ 73,894,587.81
OCTOBER-2013	+62	1,339	+30	50	+5	345	+62	334	(\$197,736)	\$17,168,696.08	+\$579,314	\$56,933,223.50	+\$381,577	\$ 74,101,919.58
SEPTEMBER-2013	+88	1,277	+5	20	+142	340	+8	272	+\$248,590	\$17,366,432.46	+\$707,887	\$56,353,909.68	+\$956,476	\$ 73,720,342.14
AUGUST-2013	+11	1,189	(12)	15	+99	198	+14	264	+\$176,033	\$17,117,842.85	(\$62,904)	\$55,646,023.15	+\$113,129	\$ 72,763,866.00
JULY-2013	(124)	1,178	(19)	27	(10)	99	+84	250	+\$60,813	\$16,941,809.44	(\$462,654)	\$55,708,927.17	(\$401,841)	\$ 72,650,736.61
JUNE-2013	(11)	1,302	+2	46	(189)	109	(156)	166	+\$238,524	\$16,880,996.30	+\$692,742	\$56,171,581.20	+\$931,266	\$ 73,052,577.50
MAY-2013	+20	1,313	(14)	44	+37	298	(14)	322	+\$63,109	\$16,642,472.26	+\$1,034,588	\$55,478,839.54	+\$1,097,697	\$ 72,121,311.80
APRIL-2013	(17)	1,293	+22	58	(62)	261	+23	336	(\$21,492)	\$16,579,362.87	+\$400,007	\$54,444,251.74	+\$378,514	\$ 71,023,614.61
MARCH-2013	+46	1,310	(20)	36	(9)	323	(25)	313	(\$146,887)	\$16,600,855.34	+\$348,029	\$54,044,244.85	+\$201,143	\$ 70,645,100.19
FEBRUARY-2013	+50	1,264	+10	56	+74	332	+63	338	+\$102,685	\$16,747,742.16	+\$398,936	\$53,696,215.38	+\$501,621	\$ 70,443,957.54
JANUARY-2013	(69)	1,214	+20	46	(48)	258	(31)	275	(\$790,851)	\$16,645,057.43	+\$1,579,181	\$53,297,279.30	+\$788,330	\$ 69,942,336.73
DECEMBER-2012	+2	1,185	(10)	31	(7)	247	(110)	276	(\$251,208)	\$16,919,951.61	+\$386,091	\$52,982,506.51	+\$134,884	\$ 69,902,458.12
NOVEMBER-2012	(91)	1,183	+6	41	(105)	254	+62	386	(\$33,453)	\$17,171,159.47	(\$480,855)	\$52,596,415.07	(\$514,308)	\$ 69,767,574.54
OCTOBER-2012	+70	1,274	(1)	35	+13	359	+3	324	(\$142,425)	\$17,204,612.42	+\$512,786	\$53,077,270.24	+\$370,361	\$ 70,281,882.66
SEPTEMBER-2012	+61	1,204	+15	36	+37	346	+49	321	+\$214,513	\$17,347,037.58	+\$256,095	\$52,564,484.55	+\$470,608	\$ 69,911,522.13
AUGUST-2012	+58	1,143	(1)	21	+219	309	+62	272	+\$48,670	\$17,132,524.65	+\$395,588	\$52,308,389.22	+\$444,258	\$ 69,440,913.87
JULY-2012	(98)	1,085	(22)	22	(33)	90	(83)	210	+\$615,168	\$17,083,854.73	+\$77,567	\$51,912,801.11	+\$692,735	\$ 68,996,655.84
JUNE-2012	(126)	1,183	+10	44	(197)	123	(32)	293	+\$86,150	\$16,468,687.05	(\$19,912)	\$51,835,233.86	+\$66,238	\$ 68,303,920.91
MAY-2012	+29	1,309	(1)	34	+32	320	(27)	325	(\$55,795)	\$16,382,536.84	+\$1,051,030	\$51,855,145.81	+\$995,235	\$ 68,237,682.65
APRIL-2012	(29)	1,280	(16)	35	(26)	288	+22	352	+\$43,222	\$16,438,331.44	+\$168,867	\$50,804,116.28	+\$212,089	\$ 67,242,447.72
MARCH-2012	+35	1,309	+12	51	(52)	314	(66)	330	(\$247,893)	\$16,395,109.08	+\$28,156	\$50,635,249.16	(\$219,737)	\$ 67,030,358.24
FEBRUARY-2012	+9	1,274	(2)	39	+23	366	(37)	396	(\$101,290)	\$16,643,002.17	(\$207,570)	\$50,607,093.29	(\$308,860)	\$ 67,250,095.46
JANUARY-2012	(49)	1,265	+3	41	+10	343	+69	433	(\$245,630)	\$16,744,292.26	(\$815,063)	\$50,814,663.43	(\$1,060,693)	\$ 67,558,955.69
DECEMBER-2011	+7	1,314	(3)	38	+35	333	+49	364	(\$640,186)	\$16,989,922.50	(\$12,633)	\$51,629,726.67	(\$652,819)	\$ 68,619,649.17
NOVEMBER-2011	+24	1,307	+15	41	(8)	298	+9	315	+\$194,201	\$17,630,108.93	(\$75,739)	\$51,642,359.68	+\$118,462	\$ 69,272,468.61
OCTOBER-2011	+26	1,283	+5	26	+0	306	(8)	306	(\$404,452)	\$17,435,908.17	+\$166,973	\$51,718,098.46	(\$237,479)	\$ 69,154,006.63
SEPTEMBER-2011	+13	1,257	+0	21	+56	306	+62	314	(\$85,020)	\$17,840,359.87	+\$53,521	\$51,551,125.79	(\$31,499)	\$ 69,391,485.66
AUGUST-2011	+19	1,244	(2)	21	+161	250	+44	252	+\$539,277	\$17,925,379.39	+\$451,556	\$51,497,605.03	+\$990,834	\$ 69,422,984.42
JULY-2011	(96)	1,225	(16)	23	(41)	89	(31)	208	(\$449,501)	\$17,386,102.08	+\$341,638	\$51,046,048.77	(\$107,863)	\$ 68,432,150.85
JUNE-2011	(70)	1,321	(1)	39	(211)	130	(59)	239	(\$366,289)	\$17,835,603.16	+\$336,384	\$50,704,410.32	(\$29,905)	\$ 68,540,013.48
MAY-2011	+83	1,391	+5	40	+83	341	(37)	298	(\$13,737)	\$18,201,892.29	+\$483,002	\$50,368,026.31	+\$469,265	\$ 68,569,918.60
APRIL-2011	(42)	1,308	(23)	35	(8)	258	+56	335	(\$177,607)	\$18,215,629.70	+\$602,182	\$49,885,023.98	+\$424,575	\$ 68,100,653.68
MARCH-2011	+45	1,350	+20	58	+8	266	(17)	279	+\$374,736	\$18,393,237.14	+\$755,277	\$49,282,841.57	+\$1,130,014	\$ 67,676,078.71
FEBRUARY-2011	+0	1,305	(8)	38	(75)	258	(86)	296	(\$174,009)	\$18,018,500.85	+\$491,233	\$48,527,564.15	+\$317,223	\$ 66,546,065.00
JANUARY-2011	(3)	1,305	+5	46	+118	333	+121	382	+\$87,569	\$18,192,510.07	+\$853,728	\$48,036,331.60	+\$941,297	\$ 66,228,841.67



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HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2010	(5)	1,308	+12	41	(86)	215	(74)	261	(\$109,375)	\$18,104,941.10	+\$427,249	\$47,182,603.78	+\$317,874	\$65,287,544.88
NOVEMBER-2010	(5)	1,313	(44)	29	(10)	301	+70	335	+\$114,367	\$18,214,315.70	+\$615,142	\$46,755,354.76	+\$729,509	\$64,969,670.46
OCTOBER-2010	+119	1,318	+26	73	(45)	311	(72)	265	+\$537,445	\$18,099,948.89	+\$305,622	\$46,140,212.80	+\$843,067	\$64,240,161.69
SEPTEMBER-2010	+66	1,199	+21	47	+76	356	+29	337	+\$95,701	\$17,562,503.64	+\$260,501	\$45,834,591.12	+\$356,202	\$63,397,094.76
AUGUST-2010	(2)	1,133	(2)	26	+185	280	+77	308	(\$174,848)	\$17,466,802.43	+\$345,800	\$45,574,090.18	+\$170,952	\$63,040,892.61
JULY-2010	(108)	1,135	(9)	28	(36)	95	(15)	231	(\$594,135)	\$17,641,650.03	+\$1,020,404	\$45,228,290.41	+\$426,269	\$62,869,940.44
JUNE-2010	(78)	1,243	(11)	37	(188)	131	(92)	246	+\$150,626	\$18,235,785.13	+\$50,462	\$44,207,886.45	+\$201,088	\$62,443,671.58
MAY-2010	(10)	1,321	+0	48	+0	319	+0	338	+\$35,451	\$18,085,159.30	+\$469,239	\$44,157,424.09	+\$504,690	\$62,242,583.39
APRIL-2010	+29	1,331	+25	48	+9	319	(6)	338	(\$227,444)	\$18,049,708.67	+\$1,094,702	\$43,688,184.60	+\$867,258	\$61,737,893.27
MARCH-2010	(11)	1,302	+1	23	(137)	310	(52)	344	+\$64,710	\$18,277,153.03	+\$372,071	\$42,593,482.56	+\$436,781	\$60,870,635.59
FEBRUARY-2010	+73	1,313	(44)	22	+99	447	+34	396	+\$246,151	\$18,212,443.14	+\$866,480	\$42,221,411.15	+\$1,112,631	\$60,433,854.29
JANUARY-2010	+52	1,240	+48	66	+47	348	(72)	362	+\$491,832	\$17,966,291.96	(\$83,575)	\$41,354,930.88	+\$408,258	\$59,321,222.84
DECEMBER-2009	(115)	1,188	(17)	18	+12	301	+163	434	(\$443,691)	\$17,474,459.72	(\$149,623)	\$41,438,505.45	(\$593,314)	\$58,912,965.17
NOVEMBER-2009	+53	1,303	(2)	35	(57)	289	(8)	271	(\$221,937)	\$17,918,151.04	+\$118,631	\$41,588,128.25	(\$103,306)	\$59,506,279.29
OCTOBER-2009	+104	1,250	+15	37	(24)	346	(51)	279	(\$23,304)	\$18,140,088.12	+\$682,454	\$41,469,497.60	+\$659,150	\$59,609,585.72
SEPTEMBER-2009	+62	1,146	+16	22	+88	370	+17	330	+\$155,977	\$18,163,392.37	+\$479,691	\$40,787,043.16	+\$635,669	\$58,950,435.53
AUGUST-2009	(25)	1,084	(27)	6	+176	282	+110	313	(\$227,994)	\$18,007,415.02	+\$323,467	\$40,307,351.74	+\$95,473	\$58,314,766.76
JULY-2009	(64)	1,109	+15	33	(29)	106	(16)	203	(\$12,046)	\$18,235,409.47	(\$22,355)	\$39,983,884.46	(\$34,401)	\$58,219,293.93
JUNE-2009	(66)	1,173	(21)	18	(158)	135	(43)	219	+\$55,096	\$18,247,455.66	+\$310,703	\$40,006,239.19	+\$365,798	\$58,253,694.85
MAY-2009	+70	1,239	+12	39	(20)	293	(72)	262	+\$250,223	\$18,192,360.06	+\$450,470	\$39,695,536.45	+\$700,693	\$57,887,896.51
APRIL-2009	+6	1,169	(12)	27	+51	313	+33	334	(\$701,897)	\$17,942,137.09	+\$11,565	\$39,245,066.27	(\$690,332)	\$57,187,203.36
MARCH-2009	+0	1,163	+9	39	(27)	262	+36	301	+\$615,805	\$18,644,033.81	+\$527,314	\$39,233,501.67	+\$1,143,119	\$57,877,535.48
FEBRUARY-2009	+54	1,163	(12)	30	+11	289	(8)	265	+\$1,700,057	\$18,028,228.89	+\$779,740	\$38,706,187.90	+\$2,479,796	\$56,734,416.79
JANUARY-2009	+47	1,109	+9	42	+0	278	(167)	273	+\$1,802,095	\$16,328,172.15	+\$790,868	\$37,926,448.37	+\$2,592,963	\$54,254,620.52
DECEMBER-2008	(129)	1,062	+5	33	(22)	278	+142	440	(\$109,538)	\$14,526,076.93	+\$220,475	\$37,135,580.71	+\$110,937	\$ 51,661,657.64
NOVEMBER-2008	+30	1,191	+8	28	(71)	300	(84)	298	+\$842,001	\$14,635,615.38	+\$537,006	\$36,915,105.76	+\$1,379,008	\$ 51,550,721.14
OCTOBER-2008	+9	1,161	(18)	20	(17)	371	+77	382	(\$90,866)	\$13,793,614.05	+\$333,506	\$36,378,099.27	+\$242,640	\$ 50,171,713.32
SEPTEMBER-2008	+121	1,152	+11	38	+102	388	+40	305	+\$565,283	\$13,884,479.80	+\$598,716	\$36,044,593.12	+\$1,163,999	\$ 49,929,072.92
AUGUST-2008	+48	1,031	(3)	27	+175	286	(93)	265	+\$127,807	\$13,319,197.24	+\$516,467	\$35,445,876.81	+\$644,274	\$ 48,765,074.05
JULY-2008	(217)	983	(2)	30	+2	111	+170	358	+\$72,008	\$13,191,390.47	(\$99,175)	\$34,929,409.87	(\$27,167)	\$ 48,120,800.34
JUNE-2008	(47)	1,200	(38)	32	(216)	109	(204)	188	+\$137,483	\$13,119,382.42	+\$741,178	\$35,028,585.02	+\$878,661	\$ 48,147,967.44
MAY-2008	+3	1,247	+45	70	+31	325	+18	392	(\$71,029)	\$12,981,899.38	+\$643,685	\$34,287,406.84	+\$572,656	\$ 47,269,306.22
APRIL-2008	(55)	1,244	(13)	25	+38	294	+110	374	(\$76,336)	\$13,052,928.74	(\$1,034,745)	\$33,643,721.97	(\$1,111,081)	\$ 46,696,650.71
MARCH-2008	+30	1,299	+9	38	(139)	256	(70)	264	+\$89,505	\$13,129,264.38	+\$331,280	\$34,678,466.88	+\$420,785	\$ 47,807,731.26
FEBRUARY-2008	+90	1,269	(3)	29	+24	395	(3)	334	+\$89,972	\$13,039,759.13	+\$422,241	\$34,347,186.69	+\$512,212	\$ 47,386,945.82
JANUARY-2008	+66	1,179	+2	32	+90	371	(33)	337	+\$169,601	\$12,949,787.51	+\$448,292	\$33,924,946.02	+\$617,893	\$ 46,874,733.53



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HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2007	(59)	1,113	(15)	30	(26)	281	+28	370	(\$250,776)	\$12,780,186.70	(\$764,824)	\$33,476,654.30	(\$1,015,600)	\$ 46,256,841.00
NOVEMBER-2007	+10	1,172	+7	45	(59)	307	(6)	342	+\$7,782	\$13,030,962.78	+\$254,729	\$34,241,478.12	+\$351,332	\$ 47,272,440.90
OCTOBER-2007	+56	1,162	+18	38	+81	366	+27	348	(\$169,906)	\$13,023,180.81	(\$65,477)	\$33,986,749.45	(\$324,204)	\$ 46,921,108.83
SEPTEMBER-2007	+84	1,106	(12)	20	+4	285	(24)	321	(\$42,335)	\$13,193,086.45	(\$249,006)	\$34,052,226.04	(\$291,342)	\$ 47,245,312.49
AUGUST-2007	(32)	1,022	+10	32	+186	281	+148	345	+\$249,595	\$13,235,421.47	+\$540,848	\$34,301,232.53	+\$790,442	\$ 47,536,654.00
JULY-2007	(80)	1,054	(33)	22	(50)	95	(155)	197	+\$59,098	\$12,985,826.84	+\$322,450	\$33,760,384.95	+\$381,547	\$ 46,746,211.79
JUNE-2007	(152)	1,134	+23	55	(179)	145	+45	352	(\$203,668)	\$12,926,729.17	+\$159,814	\$33,437,935.15	(\$43,854)	\$ 46,364,664.32
MAY-2007	+49	1,286	(1)	32	+60	324	(133)	307	+\$236,165	\$13,130,396.97	+\$308,232	\$33,278,121.59	+\$544,397	\$ 46,408,518.56
APRIL-2007	(143)	1,237	(24)	33	(56)	264	+111	440	(\$87,844)	\$12,894,232.32	(\$297,557)	\$32,969,889.32	(\$385,401)	\$ 45,864,121.64
MARCH-2007	+48	1,380	+31	57	(83)	320	(72)	329	(\$178,147)	\$12,982,076.37	+\$743,399	\$33,267,446.71	+\$565,253	\$ 46,249,523.08
FEBRUARY-2007	+28	1,332	+15	26	(24)	403	+19	401	(\$325,991)	\$13,160,223.19	(\$272,039)	\$32,524,047.37	(\$392,336)	\$ 45,684,270.56
JANUARY-2007	+56	1,304	(10)	11	+157	427	+59	382	(\$145,664)	\$13,486,213.88	(\$205,694)	\$32,796,086.42	(\$557,052)	\$ 46,076,606.29
DECEMBER-2006	(32)	1,248	(7)	21	(53)	270	(67)	323	(\$613,468)	\$13,631,877.73	(\$166,323)	\$33,001,780.43	(\$779,790)	\$ 46,633,658.16
NOVEMBER-2006	(39)	1,280	+3	28	(44)	323	+124	390	(\$107,711)	\$14,245,345.42	(\$269,388)	\$33,168,103.17	(\$377,099)	\$ 47,413,448.59
OCTOBER-2006	+126	1,319	(37)	25	(7)	367	(80)	266	+\$110,731	\$14,353,056.06	(\$298,733)	\$33,437,491.43	(\$188,002)	\$ 47,790,547.49
SEPTEMBER-2006	+90	1,193	+3	62	+71	374	+89	346	+\$751,539	\$14,242,325.54	+\$478,827	\$33,736,224.07	+\$1,230,366	\$ 47,978,549.61
AUGUST-2006	+105	1,103	+23	59	+208	303	+145	257	+\$29,867	\$13,490,786.74	+\$512,597	\$33,257,397.28	+\$542,464	\$ 46,748,184.02
JULY-2006	+19	998	+14	36	(45)	95	(224)	112	+\$746,660	\$13,460,919.48	+\$744,110	\$32,744,800.24	+\$1,490,770	\$ 46,205,719.72
JUNE-2006	(174)	979	+3	22	(201)	140	+20	336	(\$293,419)	\$12,714,259.31	+\$60,788	\$32,000,690.06	(\$232,632)	\$ 44,714,949.37
MAY-2006	+44	1,153	(35)	19	+101	341	+17	316	(\$141,214)	\$13,007,678.43	+\$1,183,669	\$31,939,902.50	+\$1,042,455	\$ 44,947,580.93
APRIL-2006	(5)	1,109	+1	54	(92)	240	(23)	299	+\$54,143	\$13,148,892.40	+\$723,928	\$30,756,233.90	+\$778,071	\$ 43,905,126.30
MARCH-2006	+63	1,114	+15	53	+17	332	+1	322	+\$269,338	\$13,094,749.58	+\$801,564	\$30,032,305.93	+\$1,070,902	\$ 43,127,055.51
FEBRUARY-2006	+32	1,051	+18	38	+2	315	+47	321	+\$85,629	\$12,825,411.17	(\$327,987)	\$29,230,742.15	(\$242,357)	\$ 42,056,153.32
JANUARY-2006	+59	1,019	(16)	20	+84	313	+237	274	+\$338,372	\$12,739,781.78	+\$283,011	\$29,558,728.76	+\$621,382	\$ 42,298,510.54
DECEMBER-2005	(52)	960	(1)	36	(115)	229	(367)	37	(\$55,283)	\$12,401,410.23	(\$457,655)	\$29,275,718.09	(\$512,938)	\$41,677,128.32
NOVEMBER-2005	(23)	1,012	(2)	37	+25	344	(42)	404	+\$488,596	\$12,456,692.91	(\$316,215)	\$29,733,373.28	+\$184,610	\$42,190,066.19
OCTOBER-2005	(91)	1,035	(26)	39	(94)	319	+47	446	(\$184,535)	\$11,968,096.44	(\$85,930)	\$30,049,588.36	(\$282,693)	\$42,005,456.30
SEPTEMBER-2005	+79	1,126	+39	65	+89	413	+25	399	+\$167,180	\$12,152,631.21	(\$514,970)	\$30,135,518.49	(\$347,789)	\$42,288,149.70
AUGUST-2005	(24)	1,047	(15)	26	+212	324	+187	374	+\$799,732	\$11,985,450.76	+\$634,230	\$30,650,488.20	+\$1,433,963	\$42,635,938.96
JULY-2005	(34)	1,071	(3)	41	(44)	112	(234)	187	+\$804,820	\$11,185,718.34	+\$459,573	\$30,016,258.03	+\$1,264,393	\$41,201,976.37
JUNE-2005	(221)	1,105	+23	44	(181)	156	+71	421	(\$729,814)	\$10,380,898.54	(\$361,341)	\$29,556,684.60	(\$1,091,156)	\$39,937,583.14
MAY-2005	+94	1,326	+0	21	+0	337	+0	350	+\$91,908	\$11,110,713.00	+\$672,591	\$29,918,025.75	+\$764,499	\$41,028,738.75
APRIL-2005	+8	1,232	+4	21	(38)	337	+29	350	+\$276,423	\$11,018,804.86	+\$411,245	\$29,245,434.63	+\$687,668	\$40,264,239.49
MARCH-2005	+71	1,224	(26)	17	+2	375	(87)	321	+\$26,315	\$10,742,381.85	+\$284,713	\$28,834,189.33	(\$225,798)	\$39,576,571.18
FEBRUARY-2005	+8	1,153	+15	43	(11)	373	(139)	408	+\$123,820	\$10,716,066.50	+\$536,826	\$28,549,476.47	+\$1,197,471	\$39,802,368.76
JANUARY-2005	(135)	1,145	+0	28	+38	384	+164	547	+\$140,019	\$10,592,246.97	(\$369,413)	\$28,012,650.68	(\$229,394)	\$38,604,897.65



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HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2004	(9)	1,280	+6	28	+17	346	+122	383	(\$102,073)	\$10,452,227.79	(\$273,276)	\$28,382,063.65	(\$375,349)	\$38,834,291.44
NOVEMBER-2004	+90	1,289	(27)	22	(1)	329	(61)	261	(\$17,372)	\$10,554,300.85	+\$628,205	\$28,655,339.97	+\$610,833	\$39,209,640.82
OCTOBER-2004	+57	1,199	+20	49	(3)	330	+117	322	(\$279,885)	\$10,571,673.32	(\$212,505)	\$28,027,134.64	(\$492,390)	\$38,598,807.96
SEPTEMBER-2004	+157	1,142	+17	29	+106	333	(40)	205	+\$13,976	\$10,851,558.23	+\$283,183	\$28,239,639.97	+\$297,159	\$39,091,198.20
AUGUST-2004	(6)	985	(6)	12	+136	227	(146)	245	(\$201,589)	\$10,837,582.29	(\$339,716)	\$27,956,457.31	(\$541,305)	\$38,794,039.60
JULY-2004	(282)	991	(2)	18	(59)	91	+75	391	(\$451,608)	\$11,039,170.97	+\$309,921	\$28,296,173.22	(\$141,686)	\$39,335,344.19
JUNE-2004	(146)	1,273	(13)	20	(128)	150	+83	316	(\$385,696)	\$11,490,778.72	(\$289,440)	\$27,986,251.92	(\$665,136)	\$39,477,030.64
MAY-2004	+78	1,419	+16	33	+30	278	+5	233	+\$134,891	\$11,876,475.05	+\$665,304	\$28,275,692.06	+\$790,195	\$40,142,167.11
APRIL-2004	+37	1,341	+4	17	(34)	248	(140)	228	(\$47,074)	\$11,741,584.23	+\$541,509	\$27,610,388.16	+\$494,434	\$39,351,972.39
MARCH-2004	(73)	1,304	+8	13	(18)	282	+109	368	+\$154,942	\$11,788,658.67	+\$266,571	\$27,068,879.44	+\$421,513	\$38,857,538.11
FEBRUARY-2004	+46	1,377	(12)	5	+93	300	(101)	259	+\$163,501	\$11,633,716.98	+\$421,840	\$26,802,308.24	+\$585,340	\$38,436,025.22
JANUARY-2004	(136)	1,331	+17	17	(48)	207	+199	360	(\$614,947)	\$11,470,216.32	+\$120,679	\$26,380,468.62	(\$494,267)	\$37,850,684.94
DECEMBER-2003	+94	1,467	+0	0	+0	255	+22	161	(\$13,699)	\$12,085,163.22	+\$315,745	\$26,259,789.14	+\$302,046	\$38,344,952.36
NOVEMBER-2003	+116	1,373	+0	0	(59)	255	(78)	139	+\$627,779	\$12,098,862.03	+\$278,648	\$25,944,043.85	+\$827,854	\$38,042,905.88
OCTOBER-2003	+97	1,257	(38)	0	+32	314	(15)	217	(\$374,138)	\$11,471,082.88	+\$78,573	\$25,665,396.20	(\$216,992)	\$37,215,052.25
SEPTEMBER-2003	+88	1,160	+21	38	+145	282	+72	232	(\$88,713)	\$11,845,221.22	+\$357,559	\$25,586,823.03	+\$268,845	\$37,432,044.25
AUGUST-2003	(6)	1,072	+3	17	+50	137	+82	160	+\$32,541	\$11,933,934.50	+\$454,721	\$25,229,264.45	+\$487,262	\$37,163,198.95
JULY-2003	+23	1,078	(19)	14	(40)	87	(67)	78	+\$110,207	\$11,901,393.59	+\$245,501	\$24,774,543.50	+\$355,708	\$36,675,937.09
JUNE-2003	+15	1,055	+15	33	(65)	127	(67)	145	+\$84,484	\$11,791,186.57	+\$698,108	\$24,529,042.57	+\$782,592	\$36,320,229.14
MAY-2003	(2)	1,040	(1)	18	(34)	192	(150)	212	+\$204,174	\$11,706,702.26	+\$260,330	\$23,830,934.69	+\$464,504	\$35,537,636.95
APRIL-2003	(117)	1,042	(3)	19	+45	226	+76	362	+\$718,730	\$11,502,528.06	(\$955,454)	\$23,570,605.05	(\$236,725)	\$35,073,133.11
MARCH-2003	(83)	1,159	(8)	22	(19)	181	+109	286	+\$397,653	\$10,783,798.40	+\$384,571	\$24,526,059.48	+\$782,225	\$35,309,857.88
FEBRUARY-2003	+53	1,242	(4)	30	(22)	200	(232)	177	(\$109,987)	\$10,386,145.00	+\$327,278	\$24,141,488.18	+\$217,292	\$34,527,633.18
JANUARY-2003	(153)	1,189	+9	34	(20)	222	+209	409	+\$52,818	\$10,496,131.83	(\$34,233)	\$23,814,209.81	+\$18,585	\$34,310,341.64
DECEMBER-2002	+67	1,342	(7)	25	(22)	242	(56)	200	(\$62,511)	\$10,443,313.69	+\$506,774	\$23,848,442.97	+\$444,263	\$34,291,756.66
NOVEMBER-2002	+40	1,275	(1)	32	+27	264	+91	256	+\$34,746	\$10,505,824.26	+\$38,728	\$23,341,669.00	+\$73,474	\$33,847,493.26
OCTOBER-2002	+105	1,235	+7	33	(44)	237	(53)	165	+\$288,534	\$10,471,078.07	+\$461,527	\$23,302,940.90	+\$750,091	\$33,774,018.97
SEPTEMBER-2002	+89	1,130	+0	26	+104	281	+41	218	+\$265,232	\$10,182,543.76	+\$23,525	\$22,841,414.24	+\$288,727	\$33,023,928.00
AUGUST-2002	+26	1,041	+6	26	+89	177	+41	177	+\$1,211,205	\$ 9,917,312.03	+\$221,601	\$22,817,889.18	+\$1,432,807	\$32,735,201.21
JULY-2002	(28)	1,015	(9)	20	(18)	88	(62)	136	+\$80,202	\$ 8,706,106.71	+\$659,445	\$22,596,287.87	+\$739,648	\$31,302,394.58
JUNE-2002	(63)	1,043	(6)	29	(107)	106	(31)	198	(\$41,069)	\$ 8,625,904.48	+\$20,900	\$21,936,842.43	(\$20,169)	\$30,562,746.91
MAY-2002	+19	1,106	+12	35	+13	213	(38)	229	+\$990,477	\$ 8,666,973.64	+\$362,447	\$21,915,942.65	+\$1,352,924	\$30,582,916.29
APRIL-2002	(44)	1,087	(11)	23	(82)	200	(129)	267	+\$261,042	\$ 7,676,497.09	+\$321,045	\$21,553,495.22	+\$582,087	\$29,229,992.31
MARCH-2002	(80)	1,131	+8	34	+34	282	+205	396	+\$228,382	\$ 7,415,454.85	+\$125,958	\$21,232,450.12	+\$354,340	\$28,647,904.97
FEBRUARY-2002	+83	1,211	(8)	26	+34	248	(194)	191	+\$166,300	\$ 7,187,073.10	+\$442,304	\$21,106,492.06	+\$608,604	\$28,293,565.16
JANUARY-2002	(137)	1,128	+11	34	+4	214	+165	385	+\$260,633	\$ 7,020,773.30	(\$8,136)	\$20,664,187.67	+\$252,496	\$27,684,960.97



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HISTORY	OPEN		RE-OPENED		NEW		CLOSED		RESERVE		PAYMENT		TOTAL	
	Chg	Ct	Chg	Ct	Chg	Ct	Chg	Ct	Change	Current	Change	Current	Change	Current
DECEMBER-2001	+13	1,265	(11)	23	(12)	210	+12	220	(\$47,725)	\$ 6,760,140.68	(\$5,920)	\$20,672,324.13	(\$53,645)	\$27,432,464.81
NOVEMBER-2001	+48	1,252	+9	34	(33)	222	+11	208	(\$100,117)	\$ 6,807,865.72	+\$286,411	\$20,678,243.68	+\$186,294	\$27,486,109.40
OCTOBER-2001	+83	1,204	+3	25	+15	255	(5)	197	+\$93,554	\$ 6,907,983.16	(\$178,664)	\$20,391,832.71	(\$85,111)	\$27,299,815.87
SEPTEMBER-2001	+60	1,121	(4)	22	+87	240	(28)	202	(\$307,726)	\$ 6,814,429.66	+\$96,524	\$20,570,496.80	(\$368,408)	\$27,384,926.46
AUGUST-2001	(51)	1,061	+12	26	+89	153	+90	230	+\$53,791	\$ 7,122,155.29	+\$157,206	\$20,473,973.01	+\$368,203	\$27,753,334.22
JULY-2001	(62)	1,112	(6)	14	(48)	64	(34)	140	(\$105,280)	\$ 7,068,364.56	+\$387,477	\$20,316,767.09	+\$282,197	\$27,385,131.65
JUNE-2001	(42)	1,174	+1	20	(163)	112	(162)	174	(\$345,771)	\$ 7,173,644.24	+\$191,793	\$19,929,290.52	(\$153,978)	\$27,102,934.76
MAY-2001	(42)	1,216	(3)	19	+97	275	+196	336	(\$7,659)	\$ 7,519,415.52	(\$831,405)	\$19,737,497.68	(\$839,064)	\$27,256,913.20
APRIL-2001	+60	1,258	(5)	22	(65)	178	(237)	140	(\$74,921)	\$ 7,527,074.64	+\$284,081	\$20,568,902.42	+\$209,159	\$28,095,977.06
MARCH-2001	(107)	1,198	(13)	27	(58)	243	+65	377	+\$706,541	\$ 7,601,996.09	(\$41,940)	\$20,284,821.53	+\$664,601	\$27,886,817.60
FEBRUARY-2001	+29	1,305	+0	40	+42	301	+15	312	+\$441,615	\$ 6,895,455.02	+\$128,261	\$20,326,761.34	+\$569,876	\$27,222,216.36
JANUARY-2001	+2	1,276	+20	40	+48	259	+146	297	(\$39,356)	\$ 6,453,839.71	+\$555,910	\$20,198,500.51	+\$516,555	\$26,652,340.22
DECEMBER-2000	+80	1,274	(3)	20	(44)	211	(85)	151	+\$49,895	\$ 6,493,195.25	+\$232,607	\$19,642,590.27	+\$282,502	\$26,135,785.52
NOVEMBER-2000	+42	1,194	+5	23	(55)	255	+50	236	+\$250,171	\$ 6,443,300.47	+\$495,230	\$19,409,983.48	+\$745,400	\$25,853,283.95
OCTOBER-2000	+142	1,152	(4)	18	+109	310	+70	186	+\$397,481	\$ 6,193,129.97	+\$4,362	\$18,914,753.87	+\$401,843	\$25,107,883.84
SEPTEMBER-2000	+107	1,010	+2	22	+41	201	(62)	116	(\$5,629)	\$ 5,795,648.80	+\$348,067	\$18,910,392.32	+\$342,438	\$24,706,041.12
AUGUST-2000	+2	903	+12	20	+75	160	+2	178	+\$74,630	\$ 5,801,277.98	(\$193,505)	\$18,562,325.27	(\$118,876)	\$24,363,603.25
JULY-2000	(83)	901	(17)	8	(64)	85	(199)	176	+\$254,236	\$ 5,726,648.29	+\$442,514	\$18,755,830.69	+\$696,750	\$24,482,478.98
JUNE-2000	(201)	984	+5	25	(65)	149	+115	375	(\$327,063)	\$ 5,472,411.99	(\$62,571)	\$18,313,316.73	(\$389,634)	\$23,785,728.72
MAY-2000	(26)	1,185	(4)	20	+18	214	+99	260	+\$106,572	\$ 5,799,475.29	+\$346,453	\$18,375,887.38	+\$348,538	\$24,175,362.67
APRIL-2000	+59	1,211	(12)	24	(209)	196	(241)	161	+\$31,746	\$ 5,692,903.44	+\$104,487	\$18,029,434.39	+\$240,720	\$23,826,824.78
MARCH-2000	+39	1,152	(28)	36	+78	405	(21)	402	(\$443,199)	\$ 5,661,157.32	(\$435,432)	\$17,924,947.44	(\$878,630)	\$23,586,104.76
FEBRUARY-2000	(35)	1,113	+23	64	+164	327	+215	423	(\$298,924)	\$ 6,104,355.84	+\$234,280	\$18,360,379.03	(\$64,643)	\$24,464,734.87
JANUARY-2000	+1,148	1,148	+41	41	+163	163	+208	208	+\$6,403,279	\$ 6,403,279.46	+\$18,126,099	\$18,126,098.67	+\$24,529,378	\$24,529,378.13

Please note that all previous data can be requested any time.



NMPSIA BOARD REPORT

ALL YEARS TOTAL OPEN CLAIMS FOR WORKERS' COMPENSATION AS OF April 30, 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
APRIL-2022	+6	54	(2)	0	(6)	10	(5)	4	(\$68,886)	\$ 862,790.36	+\$168,297	\$ 1,881,898.08	+\$99,410	\$2,744,688.44
MARCH-2022	+9	48	+2	2	+11	16	(1)	9	+\$657	\$ 931,676.51	+\$105,793	\$ 1,713,601.47	+\$106,449	\$2,645,277.98
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
APRIL-2022	+6	54	(2)	0	(6)	10	(5)	4	(\$68,886)	\$ 862,790.36	+\$168,297	\$ 1,881,898.08	+\$99,410	\$2,744,688.44
MARCH-2022	+9	48	+2	2	+11	16	(1)	9	+\$657	\$ 931,676.51	+\$105,793	\$ 1,713,601.47	+\$106,449	\$2,645,277.98
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 BOARD REPORT

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
DECEMBER-2019	+3	47	+0	0	+6	12	+2	9	+\$50,234	\$ 736,333.53	(\$35,706)	\$ 1,395,807.01	+\$14,529	\$2,132,140.54
NOVEMBER-2019	(1)	44	(1)	0	+0	6	+6	7	+\$22,629	\$ 686,099.03	+\$14,570	\$ 1,431,512.52	+\$37,199	\$2,117,611.55
OCTOBER-2019	+6	45	+1	1	(2)	6	(2)	1	+\$31,307	\$ 663,470.24	+\$58,119	\$ 1,416,942.55	+\$89,426	\$2,080,412.79
SEPTEMBER-2019	+5	39	+0	0	(1)	8	(4)	3	+\$648	\$ 632,163.61	+\$36,075	\$ 1,358,823.54	+\$36,723	\$1,990,987.15
AUGUST-2019	+2	34	+0	0	+7	9	(3)	7	+\$32,658	\$ 631,515.38	+\$2,210	\$ 1,322,748.77	+\$34,868	\$1,954,264.15
JULY-2019	(8)	32	(1)	0	(5)	2	+7	10	(\$33,371)	\$ 598,857.04	+\$27,469	\$ 1,320,538.86	(\$5,902)	\$1,919,395.90
JUNE-2019	+5	40	+1	1	+0	7	(6)	3	+\$29,766	\$ 632,227.95	+\$27,004	\$ 1,293,069.73	+\$56,769	\$1,925,297.68
MAY-2019	(2)	35	+0	0	(8)	7	(2)	9	(\$38,579)	\$ 602,462.05	(\$61,677)	\$ 1,266,066.22	(\$100,257)	\$1,868,528.27
APRIL-2019	+4	37	+0	0	+10	15	+1	11	+\$21,968	\$ 641,041.53	+\$40,993	\$ 1,327,743.52	+\$62,960	\$1,968,785.05
MARCH-2019	(5)	33	(1)	0	(2)	5	(3)	10	+\$53,031	\$ 619,074.01	+\$59,597	\$ 1,286,750.64	+\$112,627	\$1,905,824.65
FEBRUARY-2019	(5)	38	(1)	1	(5)	7	+6	13	(\$14,476)	\$ 566,043.20	(\$7,626)	\$ 1,227,154.12	(\$22,103)	\$1,793,197.32
JANUARY-2019	+7	43	+2	2	+4	12	+1	7	+\$136,377	\$ 580,519.64	+\$49,531	\$ 1,234,780.39	+\$185,908	\$1,815,300.03
DECEMBER-2018	+2	36	(1)	0	+0	8	+2	6	+\$2,223	\$ 444,142.40	+\$12,113	\$ 1,185,249.29	+\$14,336	\$1,629,391.69
NOVEMBER-2018	+5	34	+1	1	+0	8	(5)	4	+\$20,795	\$ 441,919.06	(\$75,405)	\$ 1,173,136.63	(\$54,610)	\$1,615,055.69
OCTOBER-2018	(1)	29	(1)	0	+3	8	(4)	9	(\$199,644)	\$ 421,123.81	(\$595,114)	\$ 1,248,541.85	(\$794,759)	\$1,669,665.66
SEPTEMBER-2018	(7)	30	+1	1	+1	5	+9	13	(\$47,161)	\$ 620,768.27	(\$348,318)	\$ 1,843,656.00	(\$395,479)	\$2,464,424.27
AUGUST-2018	+0	37	(2)	0	+2	4	(1)	4	(\$14,956)	\$ 667,929.43	+\$20,299	\$ 2,191,974.17	+\$5,343	\$2,859,903.60
JULY-2018	(1)	37	+1	2	(1)	2	+0	5	(\$82,762)	\$ 682,884.97	+\$47,916	\$ 2,171,675.56	(\$34,846)	\$2,854,560.53
JUNE-2018	(1)	38	+0	1	(5)	3	(6)	5	(\$28,877)	\$ 765,646.65	+\$2,258	\$ 2,123,759.88	(\$26,619)	\$2,889,406.53
MAY-2018	(2)	39	+1	1	+2	8	+4	11	(\$29,350)	\$ 794,523.34	+\$14,441	\$ 2,121,502.35	(\$14,909)	\$2,916,025.69
APRIL-2018	(1)	41	(1)	0	(2)	6	+3	7	(\$57,490)	\$ 823,873.36	+\$58,035	\$ 2,107,061.41	+\$545	\$2,930,934.77
MARCH-2018	+5	42	+1	1	(1)	8	(4)	4	+\$1,823	\$ 881,363.30	+\$27,999	\$ 2,049,026.34	+\$29,821	\$2,930,389.64
FEBRUARY-2018	+1	37	+0	0	+4	9	(5)	8	(\$25,212)	\$ 879,540.75	+\$28,584	\$ 2,021,027.55	+\$3,372	\$2,900,568.30
JANUARY-2018	(8)	36	(1)	0	+3	5	+7	13	+\$171	\$ 904,752.45	+\$513	\$ 1,992,443.78	+\$684	\$2,897,196.23
DECEMBER-2017	(3)	44	(1)	1	(6)	2	+1	6	(\$54,986)	\$ 904,581.65	+\$44,846	\$ 1,991,930.87	(\$10,140)	\$2,896,512.52
NOVEMBER-2017	+5	47	+2	2	(2)	8	(2)	5	+\$32,546	\$ 959,567.81	+\$5,028	\$ 1,947,084.53	+\$37,574	\$2,906,652.34
OCTOBER-2017	+3	42	(1)	0	+2	10	(2)	7	(\$3,271)	\$ 927,021.92	(\$3,590)	\$ 1,942,056.52	(\$6,861)	\$2,869,078.44
SEPTEMBER-2017	+0	39	+0	1	+2	8	+3	9	+\$24,251	\$ 930,293.12	+\$9,894	\$ 1,945,646.56	+\$34,145	\$2,875,939.68
AUGUST-2017	+1	39	+1	1	+4	6	+1	6	+\$34,856	\$ 906,041.97	+\$70,402	\$ 1,935,752.31	+\$105,258	\$2,841,794.28
JULY-2017	(3)	38	(1)	0	(2)	2	(3)	5	(\$13,174)	\$ 871,185.97	+\$18,058	\$ 1,865,350.39	+\$4,884	\$2,736,536.36
JUNE-2017	(3)	41	(2)	1	(4)	4	(2)	8	+\$23,659	\$ 884,360.46	+\$16,969	\$ 1,847,292.03	+\$40,628	\$2,731,652.49
MAY-2017	+1	44	+2	3	+0	8	+2	10	+\$19,011	\$ 860,701.38	+\$16,566	\$ 1,830,322.66	+\$35,577	\$2,691,024.04
APRIL-2017	+1	43	+1	1	(4)	8	(1)	8	(\$17,232)	\$ 841,690.83	+\$26,549	\$ 1,813,756.33	+\$9,318	\$2,655,447.16
MARCH-2017	+3	42	(1)	0	+7	12	+2	9	+\$55,220	\$ 858,922.55	+\$23,907	\$ 1,787,207.05	+\$79,127	\$2,646,129.60
FEBRUARY-2017	(1)	39	+1	1	(2)	5	(2)	7	+\$10,584	\$ 803,702.30	+\$23,471	\$ 1,763,300.09	+\$34,055	\$2,567,002.39
JANUARY-2017	(2)	40	+0	0	+1	7	+0	9	+\$7,769	\$ 793,118.75	+\$17,495	\$ 1,739,828.92	+\$25,264	\$2,532,947.67



NMPSIA BOARD REPORT

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
DECEMBER-2016	(3)	42	(2)	0	+1	6	+3	9	(\$21,665)	\$ 785,349.37	+\$4,391	\$ 1,722,334.30	(\$17,274)	\$2,507,683.67
NOVEMBER-2016	+1	45	+2	2	(8)	5	(1)	6	(\$6,388)	\$ 807,013.99	+\$41,108	\$ 1,717,943.28	+\$34,720	\$2,524,957.27
OCTOBER-2016	+6	44	+0	0	+4	13	+4	7	+\$141,241	\$ 813,402.30	+\$1,909	\$ 1,676,835.30	+\$143,151	\$2,490,237.60
SEPTEMBER-2016	+6	38	+0	0	+2	9	(1)	3	+\$5,444	\$ 672,161.11	(\$31,418)	\$ 1,674,925.86	(\$25,973)	\$2,347,086.97
AUGUST-2016	+3	32	+0	0	+7	7	+0	4	(\$20,109)	\$ 666,716.92	+\$30,375	\$ 1,706,343.49	+\$10,266	\$2,373,060.41
JULY-2016	(4)	29	+0	0	(1)	0	(2)	4	(\$53,668)	\$ 686,825.77	+\$20,618	\$ 1,675,968.82	(\$33,051)	\$2,362,794.59
JUNE-2016	(5)	33	+0	0	(8)	1	+4	6	(\$106,813)	\$ 740,494.01	+\$14,902	\$ 1,655,351.10	(\$91,911)	\$2,395,845.11
MAY-2016	+7	38	+0	0	+3	9	(9)	2	+\$3,740	\$ 847,307.23	+\$20,285	\$ 1,640,448.99	+\$24,025	\$2,487,756.22
APRIL-2016	(5)	31	+0	0	+1	6	+7	11	(\$21,649)	\$ 843,567.18	+\$17,766	\$ 1,620,164.24	(\$3,883)	\$2,463,731.42
MARCH-2016	+1	36	(1)	0	(4)	5	(4)	4	+\$11,091	\$ 865,216.39	+\$6,448	\$ 1,602,398.42	+\$17,539	\$2,467,614.81
FEBRUARY-2016	+1	35	+1	1	+4	9	+4	8	(\$26,344)	\$ 854,125.23	+\$11,283	\$ 1,595,950.17	(\$15,061)	\$2,450,075.40
JANUARY-2016	+1	34	+0	0	+0	5	(4)	4	+\$102,387	\$ 880,469.69	+\$13,644	\$ 1,584,667.13	+\$116,031	\$2,465,136.82
DECEMBER-2015	(3)	33	+0	0	(1)	5	+4	8	(\$48,275)	\$ 778,082.27	(\$7,923)	\$ 1,571,023.43	(\$56,198)	\$2,349,105.70
NOVEMBER-2015	+2	36	+0	0	+1	6	+0	4	(\$3,692)	\$ 826,356.98	+\$17,746	\$ 1,578,946.30	+\$14,053	\$2,405,303.28
OCTOBER-2015	+1	34	+0	0	(5)	5	(3)	4	(\$23,075)	\$ 830,049.43	+\$25,015	\$ 1,561,200.55	+\$1,939	\$2,391,249.98
SEPTEMBER-2015	+3	33	+0	0	+4	10	+5	7	+\$4,095	\$ 853,124.78	+\$13,910	\$ 1,536,186.03	+\$18,005	\$2,389,310.81
AUGUST-2015	+4	30	+0	0	+5	6	(5)	2	+\$15,359	\$ 849,030.23	+\$15,982	\$ 1,522,275.96	+\$31,340	\$2,371,306.19
JULY-2015	(6)	26	(1)	0	(2)	1	+2	7	(\$120,434)	\$ 833,671.64	+\$30,080	\$ 1,506,294.15	(\$90,354)	\$2,339,965.79
JUNE-2015	(1)	32	+1	1	(4)	3	(3)	5	(\$21,663)	\$ 954,105.72	+\$14,159	\$ 1,476,213.94	(\$7,504)	\$2,430,319.66
MAY-2015	(1)	33	(3)	0	(1)	7	+3	8	+\$12,162	\$ 975,768.97	+\$34,992	\$ 1,462,054.83	+\$47,154	\$2,437,823.80
APRIL-2015	+6	34	+3	3	+3	8	+1	5	(\$72,652)	\$ 963,606.95	+\$58,544	\$ 1,427,062.59	(\$14,108)	\$2,390,669.54
MARCH-2015	+1	28	+0	0	(8)	5	(5)	4	+\$108,821	\$ 1,036,259.14	+\$38,437	\$ 1,368,518.38	+\$147,258	\$2,404,777.52
FEBRUARY-2015	+4	27	(1)	0	+11	13	+3	9	+\$442,376	\$ 927,438.06	+\$34,339	\$ 1,330,081.42	+\$476,715	\$2,257,519.48
JANUARY-2015	(3)	23	+1	1	(3)	2	+4	6	(\$21,561)	\$ 485,061.81	+\$62,767	\$ 1,295,742.39	+\$41,206	\$1,780,804.20
DECEMBER-2014	(5)	26	+0	0	+0	5	+0	2	(\$6,982)	\$ 506,623.00	+\$17,688	\$ 1,232,975.65	+\$10,707	\$1,739,598.65
NOVEMBER-2014	+3	31	+0	0	(2)	5	+1	2	+\$2,925	\$ 513,604.76	+\$17,577	\$ 1,215,287.20	+\$20,502	\$1,728,891.96
OCTOBER-2014	+6	28	+0	0	+2	7	(8)	1	(\$19,826)	\$ 510,679.89	+\$21,565	\$ 1,197,710.31	+\$1,739	\$1,708,390.20
SEPTEMBER-2014	(3)	22	+0	0	+2	5	+6	9	(\$150,848)	\$ 530,505.40	+\$103,094	\$ 1,176,145.37	(\$47,754)	\$1,706,650.77
AUGUST-2014	+0	25	(2)	0	+2	3	(2)	3	(\$3,665)	\$ 681,352.97	+\$388,034	\$ 1,073,051.84	+\$384,369	\$1,754,404.81
JULY-2014	(2)	25	+1	2	(4)	1	(2)	5	+\$120,755	\$ 685,017.75	(\$339,804)	\$ 685,017.75	(\$219,049)	\$1,370,035.50
JUNE-2014	+2	27	(2)	1	+0	5	+2	7	+\$391,700	\$ 564,263.14	+\$519,418	\$ 1,024,821.46	+\$911,118	\$1,589,084.60
MARCH-2012	+25	25	+3	3	+5	5	+5	5	+\$172,564	\$ 172,563.60	+\$505,403	\$ 505,403.23	+\$677,967	\$ 677,966.83

NMPSIA Loss Prevention Monthly Abatement Report

April 2022	Total Rec	Total Capital	Total Non-Capital	Corrected Capital	Corrected Non-Capital	Total Corrected
April 2022	630	20	610	9	525	534
Total % Corrected	84.76%	= Total corrected/Total Recommendations				
% corrected capital	45.00%	= corrected capital/total capital				
% corrected non-capital	86.07%	= corrected non-capital/total non-capital				

Presbyterian Performance Guarantees

[illegible]

Presbyterian Performance Guarantees

Performance Penalty Report				
Reporting April 2020 through June 2020				
Claims in 'approved to pay' status within 30 days (97%)	Apr-20	May-20	Jun-20	QTR Avg
	99.05%	99.17%	99.90%	99.4%
Claims Processing Accuracy (95%)	Apr-20	May-20	Jun-20	QTR Avg
	98.4%	98.6%	100.0%	98.9%
Claims Financial Accuracy (99%)	Apr-20	May-20	Jun-20	QTR Avg
	99.70%	99.90%	100.00%	99.9%
Abandonment Rate (Not to exceed 5%)	Apr-20	May-20	Jun-20	QTR Avg
IBAC Total Percentage	1.2%	1.0%	0.9%	1.0%
Average Speed of Answer (Not to exceed 45 seconds)	Apr-20	May-20	Jun-20	QTR Avg
IBAC Total Percentage	17.44	28.51	27.10	24.35

Presbyterian Performance Guarantees

Performance Penalty Report

Reporting Period: July 2020 through September 2020

Performance Guarantee Measure	Jul-20	Aug-20	Sep-20	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	99.65%	92.78%	90.01%	94.26%
Claim Processing Accuracy (95%)	100.00%	99.30%	98.50%	99.40%
Claim Financial Accuracy (99%)	100.00%	99.90%	97.70%	99.50%
ID Card Processing (98% Mailed with 10 business days)	100.00%	100.00%	100.00%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	12.30%	1.40%	2.00%	5.30%
Average Speed of Answer (Not to exceed 30 seconds)	157	29	40	73
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	53.30%	61.50%	53.60%	55.40%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	15	13	28	56
Average Business Days to Appointment	11.5	15.2	12.9	13.1

Presbyterian Performance Guarantees

Performance Penalty Report

Reporting Period: October 2020 through December 2020

Performance Guarantee Measure	Oct-20	Nov-20	Dec-20	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	97.20%	99.93%	99.85%	98.87%
Claim Processing Accuracy (95%)	98.7%	96.1%	98.2%	97.8%
Claim Financial Accuracy (99%)	99.9%	99.9%	99.8%	99.9%
ID Card Processing (98% Mailed with 10 business days)	100.00%	100.00%	100.00%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	1.44%	1.74%	2.12%	1.74%
Average Speed of Answer (Not to exceed 30 seconds)	28.26	26.16	32.64	28.90
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	52.20%	26.70%	35.50%	39.10%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	23	15	31	69
Average Business Days to Appointment	23.3	41	28.6	29.4

Presbyterian Performance Guarantees

Performance Penalty Report				
Reporting Period: January 2021 through March 2021				
Performance Guarantee Measure	Jan-21	Feb-21	Mar-21	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	99.85%	99.99%	99.90%	99.92%
Claim Processing Accuracy (95%)	97.9%	94.9%	99.4%	97.2%
Claim Financial Accuracy (99%)	100.0%	99.2%	100.0%	99.7%
ID Card Processing (98% Mailed with 10 business days)	100.0%	100.0%	100.0%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	1.60%	1.40%	1.60%	1.50%
Average Speed of Answer (Not to exceed 30 seconds)	28.52	20.10	24.81	24.70
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	45.90%	52.40%	33.30%	43.20%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	37	21	30	88
Average Business Days to Appointment	15.8	22.5	23.9	19.4

Sooner Appointments Available Results for Appointments Scheduled Past 10 days	Q1 Results
Yes, Member chose a different provider	4.70%
Yes, Member only wanted PMG provider	10.60%
Yes, Member requested certain timeframe	22.40%
Yes, Member waiting for specific provider availability	2.40%
No Sooner Appt Available	60.00%

*89% of all PCP appointments scheduled with Presbyterian Medical Group

Presbyterian Performance Guarantees

Performance Penalty Report				
Reporting Period: April 2021 through June 2021				
Performance Guarantee Measure	Apr-21	May-21	Jun-21	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	99.94%	97.88%	90.82%	95.78%
Claim Processing Accuracy (95%)	96.5%	99.6%	99.0%	98.3%
Claim Financial Accuracy (99%)	99.6%	99.8%	100.0%	99.8%
ID Card Processing (98% Mailed with 10 business days)	100.0%	100.0%	100.0%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	0.8%	1.0%	1.7%	0.6%
Average Speed of Answer (Not to exceed 30 seconds)	17.04	17.25	33.00	17.15
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	75.00%	24.00%	53.00%	44.00%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	8	21	30	59
Average Business Days to Appointment	8.4	41	21	23

Presbyterian Performance Guarantees

Performance Penalty Report

Reporting Period: July 2021 through September 2021

Performance Guarantee Measure	Jul-21	Aug-21	Sep-21	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	95.40%	94.83%	90.27%	93.46%
Claim Processing Accuracy (95%)	98.0%	99.4%	99.4%	98.9%
Claim Financial Accuracy (99%)	99.8%	100.0%	100.0%	100.0%
ID Card Processing (98% Mailed with 10 business days)	100.0%	100.0%	100.0%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	1.2%	0.8%	0.9%	1.0%
Average Speed of Answer (Not to exceed 30 seconds)	27.28	16.64	17.82	20.52
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	50.00%	52.00%	55.00%	52.00%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	30	23	10	63
Average Business Days to Appointment	26	29	24	26

Presbyterian Performance Guarantees

Performance Penalty Report				
Reporting Period: October 2021 through December 2021				
Performance Guarantee Measure	Oct-21	Nov-21	Dec-21	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	94.97%	98.64%	99.23%	97.76%
Claim Processing Accuracy (95%)	98.9%	99.5%	97.8%	98.3%
Claim Financial Accuracy (99%)	99.9%	99.9%	99.1%	99.7%
ID Card Processing (98% Mailed with 10 business days)	100.0%	100.0%	90.0%	99.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	0.8%	0.9%	0.7%	0.8%
Average Speed of Answer (Not to exceed 30 seconds)	19.03	21.48	19.29	19.94
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	50.00%	47.00%	44.00%	47.00%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	18	17	9	44
Average Business Days to Appointment	30	20	18	22

Presbyterian Performance Guarantees

Performance Penalty Report

Reporting Period: January 2022 through March 2022

Performance Guarantee Measure	Jan-22	Feb-22	Mar-22	Quarter Average
Claims in 'approved to pay' status within 30 days (97%)	95.70%	99.43%	99.49%	98.34%
Claim Processing Accuracy (95%)	100.0%	99.3%	100.0%	99.7%
Claim Financial Accuracy (99%)	100.0%	100.0%	98.9%	99.8%
ID Card Processing (98% Mailed with 10 business days)	100.0%	100.0%	100.0%	100.0%
Report Delivery: RFP Timelines Met for Monthly / Quarterly / Ad Hoc	Met	Met	Met	Met
Dedicated Member Services Team IBAC Combined Performance				
Abandonment Rate (Not to exceed 5%)	1.2%	1.4%	1.3%	1.3%
Average Speed of Answer (Not to exceed 30 seconds)	29.31	33.61	20.83	27.78
Access Guarantee (95%): Requires a minimum of 50 calls requesting access assistance per quarter.	50.00%	47.00%	44.00%	47.00%
Assignment to a PMG clinic within 10 miles of the member's home or work within the Central Delivery System (ABQ, Belen, Los Lunas, Rio Rancho and Santa Fe). Guarantee non-emergent appointment to the member's PMG clinic (not physician) within 10 business days. Guarantee assignment to a non-PMG statewide contracted clinic and non-emergent appointment to the member's non PMG statewide contracted clinic (not physician) within 10 business days				
Number of Appointments / Assignments Completed	14	10	14	38
Average Business Days to Appointment	14	14	26	18



**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY**
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- *Educational Institutions at Large*

June 2, 2022

Randy Shaffer, Vice President of Sales
Blue Cross and Blue Shield of New Mexico
5701 Balloon Fiesta Pkwy NE
Albuquerque, NM 87113

RE: Amendment - Effective July 1, 2022 to June 30, 2024
Professional Services Agreement for Blue Cross and Blue
Shield of New Mexico, A Division of Health Care Service
Corporation, A Mutual Legal Reserve Company
Date of Agreement: July 1, 2020
Agreement No. 20-014MG-PSIA01

Dear Mr. Shaffer:

This letter shall constitute an Amendment to the above-captioned Agreement between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the "Agency," and Blue Cross and Blue Shield of New Mexico, hereinafter referred to as the "Contractor" and is effective as of the dates shown herein.

The Agency and Contractor entered into a Professional Services Agreement for Health Care Services ("Agreement") effective July 1, 2020. The Agency and Contractor wish to amend their Agreement with the amendments set out herein.

1. Update Exhibit C to coincide with July 1, 2022 "Fee Schedule" for the expanded Payment Integrity Program.
2. This Amendment has been signed this 2nd day of June 2022 and shall be in effect from July 1, 2022 through June 30, 2024.

**New Mexico Public Schools
Insurance Authority**

By:

Alfred A. Park
Board President

Blue Cross and Blue Shield of New Mexico

By:

Randy Shaffer
Vice-President Sales



BlueCross BlueShield
of New Mexico

NMPSIA

ASO Projection
for the period
July 1, 2021 - June 30, 2024

07/01/2021 ASO RFP

Presented by: Lisa Guevara



BlueCross BlueShield
of New Mexico

NMPSIA

ASO Projection
for the period

July 1, 2021 - June 30, 2024

Please refer to the ACA Disclaimer regarding benefits and final pricing.

	7/1/2021	7/1/2022	7/1/2023
Current Total Administration Fee PMPM	\$23.01	\$23.60	\$24.18

New Fee Structure for APR Standard Product:

Administrative Fee*	N/A	\$18.33	\$18.80
WellBeing Management Enable	N/A	\$2.78	\$2.85
Virtual Visits	N/A	\$0.29	\$0.29
Benefit Value Advisor	N/A	\$1.40	\$1.44
Total Administration Fee PMPM with APR	N/A	\$22.80	\$23.38
<u>Medical Rx Rebates** PMPM (applies with APR)</u>	<u>N/A</u>	<u>(\$0.35)</u>	<u>(\$0.42)</u>
Net Fees	N/A	\$22.45	\$22.96

*Administration Fee does not include Advanced Payment Review (APR) services charged at 25% of claims savings (Subrogation will remain at 15%)

**Medical RX Rebated with be trued up to 85% of actual 210 days after the renewal period

NMPSIA

ASO Projection
July 1, 2021 - June 31, 2024

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Notwithstanding anything in the renewal or Proposal to the contrary, BCBSNM reserves the right to revise or withdraw our offer, or to change our administrative fees (and/or pass-through at any time before or during the contract period (all of which may be estimates, allocated or pro-rated amounts) if any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented, which would increase projected claim costs or BCBSNM's expenses or cost of plan administration otherwise require BCBSNM to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the medical benefit on an aggregate basis for the policy period, is approximately \$1.00 per employee per month.

Rates/fees are projected to be effective for the 36-month period beginning on the effective date indicated.

Offer assumes the contract situs will be New Mexico.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

Non-standard benefits are subject to review by, and contingent upon approval of, internal operational areas.

Unless otherwise indicated, proposal offers assume standard HCSC administration practices/contract provisions/reports/materials and renewal offers assume existing administration provisions/reports/materials.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Offer includes incremental fee for Wellbeing Management (Enable with Behavioral Health).

Commissions are excluded from the quoted rates/fees. Upon inquiry from employer groups, HCSC will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by HCSC in connection with the employer's policy or contract with HCSC.

Employer will contribute a minimum of 25% toward the cost of coverage.

A minimum of 75% of eligible employees excluding waivers, or a minimum of 50% of eligible employees including waivers, enroll for coverage.

Offer is contingent upon Underwriting approval of any changes to the plan's eligibility definitions.

The Administrative charge includes a network access fee for employees residing in HCSC service areas (NM, TX, IL, OK, MT). Claims incurred outside HCSC service areas through may be assessed a BlueCard access fee of no more than 4.14% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim costs.

If provided, premium equivalent rates reflect employer's total projected liability to HCSC for claims, administration fees, and stop loss premiums if applicable. They do not include any in the amount of reserves to be held by the employer.

This offer expires as of the effective date indicated above.

If a non-preferred vendor is selected for automated eligibility processing, an additional charge will apply.

If a third party pharmacy benefit manager is selected, additional charges will apply.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSNM retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Weekly claim funding.

BCBSNM will provide a \$60,000 financial credit for each IBAC agency (\$240,000 total). The credit can be utilized for an audit, wellness events and activities, communication support or other incidental expenses of running a benefit plan.

Quote includes Advanced Payment Review (APR) Savings Program, where HCSC retains 25% of claims savings as payment for claims review services rendered. The client retains 75% of savings. Prepay Service Line Reviews (SLRs) cannot be performed on claims incurred through IL providers.



**BlueCross BlueShield
of New Mexico**

NMPSIA

ASO Projection

July 1, 2021 - June 30, 2024

Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is "defined in the Affordable Care Act and related regulations."

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".

Proprietary and Confidential Information of BCBSNM

Not for use or disclosure outside BCBSNM, Employer, their respective affiliated companies and third-party representatives, except with written permission of BCBSNM.



Patrick Sandoval
Interim Executive Director

NEW MEXICO PUBLIC SCHOOLS INSURANCE AUTHORITY

Office of Executive Director

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June 2, 2022

Express Scripts, Inc.
Frank Gentilella
VP National Labor Division
One Express Way
St. Louis, MO 63121

Re: Amendment– Effective July 1, 2021 to June 30, 2022
Pharmaceutical Benefits Management Services Agreement
Date of Agreement: July 1, 2018
Agreement No. 342-2018-05

Dear Mr. Gentilella:

This letter shall constitute an Amendment to the above captioned Agreement between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the "Agency," and Express Scripts, Inc. hereinafter referred to as the "Contractor" and is effective as of the dates shown herein.

The Agency and the Contractor entered into a Professional Services Agreement for Pharmaceutical Benefits Management Services ("Agreement") effective July 1, 2018. The Agency and the Contractor wish to amend the Compensation with the Amendment set out herein.

1. Pursuant to Section 3 Paragraph A (Compensation) the total compensation payable to the Contractor under the agreement, including administrative services fees and claims payment fees is increasing from \$45,000,000.00 to \$62,500,000.00
2. This Amendment shall be in effect from July 1, 2021 to June 30, 2022.

This Amendment has been signed this 2nd day of June 2022.

**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY**

By:

Alfred A. Park
Board President

EXPRESS SCRIPTS, INC.

By:

Frank Gentilella
VP National Labor Division



Patrick Sandoval
Interim Executive Director

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June 2, 2022

Jody Miller
Founding Partner
SaveonSP
611 Jamison Rd, Suite 201
Elma, NY 14059

RE: Amendment - Effective July 1, 2021 to June 30, 2022
Pharmaceutical Benefit Management Extended Services
Date of Agreement: July 1, 2020
Agreement No. 342-2020-03

Dear Ms. Miller,

This letter shall constitute an Amendment to the above captioned Agreement between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the ("Agency,") and SaveonSP hereinafter referred to as the ("Contractor") and is effective as of the dates shown herein.

The Agency and Contractor entered into a General Services Agreement for Pharmaceutical Benefits Managements Extended Services ("Agreement") effective July 1, 2020. The Agency and Contractor wish to amend the Compensation with the Amendment set out herein.

1. Pursuant to Section 3 Paragraph B, the total compensation payable to the Contractor under the agreement is to be increased from \$1,750,000.00 to \$2,200,000.00.
2. This Amendment shall be in effect from July 1, 2021 to June 30, 2022.
3. This Amendment has been signed this 2nd day of June 2022.

**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY**

By: _____

Alfred A. Park
Board President

SaveonSP

By: _____

Jody Miller
Founding Partner



Patrick Sandoval
Interim Executive Director

**NEW MEXICO PUBLIC SCHOOLS
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505-983-8670 (fax)

BOARD OF DIRECTORS

- NM School Boards Association
- NM Superintendents Association
- Public Education Commission
- NM School Administrators
- NM National Education Association
- American Federation of Teachers N.M.
- Governor Appointees
- Educational Institutions at Large

June 2, 2022

Jill Schlofer
2nd VP Implementation & Enrollment
The Standard
Standard Insurance Company
3500 American Blvd. W.,
Suite 425
Bloomington, MN 55431

RE: Amendment - Effective July 1, 2021 to June 30, 2023
Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group
Long Term Disability Coverage
Date of Agreement: July 1, 2019
Agreement No. 91-342-18-00001

Dear Ms. Schlofer,

This letter shall constitute an Amendment to the above captioned Agreement between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the ("Agency,") and Standard Insurance Company hereinafter referred to as the ("Contractor") and is effective as of the dates shown herein.

The Agency and Contractor entered into a General Services Agreement for Group Basic Life and AD&D, Group Voluntary Life and AD&D, and Group Long Term Disability Coverage ("Agreement") effective July 1, 2019. The Agency and Contractor wish to amend the Compensation with the Amendment set out herein.

1. Pursuant to Section 3 Paragraph B (Payment), the total compensation payable to the Contractor under the agreement is to be increased from \$9,050,000.00 to \$9,300,000.00.
2. This Amendment shall be in effect from July 1, 2021 to June 30, 2023.
3. This Amendment has been signed this 2nd day of June 2022.

**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY**

By: _____

Alfred A. Park
Board President

STANDARD INSURANCE COMPANY.

By: _____

Jill Schlofer
2nd VP Implementation & Enrollment



Patrick Sandoval
Interim Executive Director

**NEW MEXICO PUBLIC SCHOOLS
INSURANCE AUTHORITY**
Office of Executive Director

410 Old Taos Highway
Santa Fe, New Mexico 87501
1-800-548-3724 or 505-988-2736
505-983-8670 (fax)

BOARD OF DIRECTORS

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June 2, 2022

Aimee E. Burnham
Its Contractual Agreement Unit Manager
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Routing W122A
Hartford, CT 06152

RE: Amendment - Effective January 1, 2022 to June 30, 2024
Professional Services Agreement for Health and Life
Insurance Services
Date of Agreement: July 1, 2020
Agreement No. 20-014MG-PSIA03

Dear Ms. Burnham:

This letter shall constitute an Amendment to the above-captioned Agreement between the New Mexico Public Schools Insurance Authority, hereinafter referred to as the "Agency," and Cigna Health and Life Insurance Company, hereinafter referred to as the "Contractor" and is effective as of the dates shown herein.

The Agency and Contractor entered into a Professional Services Agreement for Health and Life Insurance Services ("Agreement") effective July 1, 2020. The Agency and Contractor wish to amend their Agreement with the amendments set out herein.

1. Schedule of Financial Charges, replace in its entirety to coincide with January 1, 2022 renewal.
2. Exhibit B, "Services", replace in its entirety to coincide with January 1, 2022 renewal.
3. It is agreed that the above captioned Agreement and any duly authorized and executed amendments thereto are hereby extended the term for the period January 1, 2022, through June 30, 2024.

4. This Amendment has been signed this 2nd day of June 2022 and shall be in effect from January 1, 2022, through June 30, 2024.

**New Mexico Public Schools
Insurance Authority**

By:

Alfred A. Park
Board President

Cigna Health and Life Insurance Company

By:

Aimee E. Burnham
Its Contractual Agreement Unit Manager

STATE OF NEW MEXICO
PUBLIC SCHOOLS INSURANCE AUTHORITY
PROFESSIONAL SERVICES CONTRACT #20-014MG-PSIA03
AMENDMENT NO. 1

THIS AMENDMENT No. 1 ("Amendment") amends the Professional Services Contract ("Agreement") entered into by and between the State of New Mexico, **Public Schools Insurance Authority**, hereinafter referred to as the "Authority" and **Cigna Health and Life Insurance Company**, hereinafter referred to as "Contractor" or "CHLIC" or "Cigna" and collectively referred to as the "Parties".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

The purposes of this amendment are to:

- 1) Schedule of Financial Charges, replace in its entirety to coincide with January 1, 2022 renewal.
- 2) Exhibit B, "Services", replace in its entirety to coincide with January 1, 2022 renewal.

All other articles of the Agreement remain the same.

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AMENDMENT, PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED EFFECTIVE JANUARY 1, 2022 AS FOLLOWS:

1)

Schedule of Financial Charges
[Schedule of Financial Charges starts on next page]

Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to the Authority monthly in accordance with Contractor's then standard billing practices. However, Contractor is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

MEDICAL ADMINISTRATION CHARGES								
Product	Description	Enrollment Bands (by number of employees/subscribers)						
		<500	500 – 999	1,000 – 2,499	2,500 – 4,999	5,000 – 9,999	10,000 – 24,999	>=25,000
Medical	Open Access Plus (OAP) with Care Management Preferred	\$46.89	\$45.52	\$42.89	\$41.64	\$40.14	\$33.14	\$27.89
Caveats: <ul style="list-style-type: none"> Annual Medical Administration Charges will be set in November each calendar year for the following Plan year based on enrollment data provided from each of the three IBAC (Interagency Benefits Advisory Council) agencies after their open enrollment period. If insufficient data is available, the Medical Administration Charges will be determined based on the enrollment data from Contractor's Advice reporting system. Once Medical Administration Charges are established, such charges will remain in effect for that Plan year even if they fluctuate from one enrollment band to another enrollment band during a given Plan year. Medical Administration Charges are valid from January 1, 2021 through December 31, 2024, subject to all other terms and conditions as described in Exhibit G. Notwithstanding the foregoing guarantee, Contractor may revise any administrative charges at any time if Contractor (1) is required to pay any tax or assessment; or (ii) incurs additional costs in administering the contract as a result of any state or federal law. 								
AMOUNTS OWED TO CONTRACTOR								
Amounts paid by Contractor with its own funds on behalf of the Authority or the Plan with respect to charges for which the Authority or the Plan is obligated to pay under this Agreement including Plan benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments will be billed to the Authority and Contractor is authorized to pay all such amounts from the Bank Account.								

CIGNA HOME DELIVERY PHARMACY DISCLOSURE		
	Product	Charge
Cigna Home Delivery Pharmacy (a Contractor affiliated company(ies))	<p>Specialty drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan's medical benefit.</p> <p>"Cigna Home Delivery Pharmacy" means a duly licensed pharmacy operated by Contractor or its affiliates, where prescriptions are filled and delivered via the mail service. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that Contractor offers to entities like the Authority that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the administrative fees or other charges paid to Contractor in connection with Contractor's services hereunder.</p> <p>This provision shall survive termination or expiration of the Agreement.</p>	The drug's charge under a national specialty drug discount schedule that generates a 19.00% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to Contractor's self-funded and insured group-client book of business.
FEES FOR PROCESSING RUN-OUT CLAIMS		
OAP	Run-Out Period of twelve (12) months	No Additional Cost
CONTRACTOR MEDICAL COST CONTAINMENT FEES		
<p>Contractor administers the programs listed below to contain costs with respect to charges for health care service/supplies that are covered by the Plan (the "Cost-Containment Programs"). In administering these Cost-Containment Programs, Contractor may contract with vendors to perform various Cost-Containment Program related services.</p> <p>Contractor's charge for administering a Cost-Containment Program is the percentage indicated in the table below of the:</p> <ol style="list-style-type: none"> 1) "gross savings" (i.e., the difference between the charge the provider made and the allowable amount resulting from the Cost-Containment Program); 2) "net savings" (i.e., the gross savings less the applicable vendor charge); or 3) "gross recovery" (i.e., the amount recovered as a result of the Cost-Containment Program) as applicable. <p>Contractor will make a per claim charge to the Bank Account that includes both Contractor's applicable Cost Containment Program charge, as shown in the table below, and the applicable vendor charge. Contractor will pay the vendor its charge.</p>		

For charges for covered services received from a non-Participating Provider (including emergency/urgent care services that are covered at the in-network benefit level), Contractor may apply discounts available under agreements with third parties or through negotiation of the non-Participating Provider's charges whether on a claim-by-claim basis or in advance of services being rendered. The programs for obtaining these discounts are identified in Section A of the table below as Non-Participating Provider Cost-Containment Programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and may substantially reduce the patient's out-of-pocket cost.

Contractors' per claim charge for administering the Non-Participating Provider Cost-Containment Programs in Section A of the table below plus any per claim vendor charges associated with the Non-Participating Provider Cost-Containment Programs in Section A of the table shall not exceed \$30,000.00 per claim. Vendor charges for the Non-Participating Provider Cost-Containment Programs in Section A of the table generally range from 7-11% of gross savings. Specific rates charged by vendors for the programs in Section A of the table are available upon request, subject to execution of a mutually agreed upon non-disclosure agreement to protect the proprietary vendor information from unauthorized use/disclosure.

If no discount is available or negotiated, reimbursement will be based upon:

- (i) If charges are not subject to Contractor's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the provider if the provider's charge exceeds the plan's maximum reimbursable charge); or
- (ii) If charges are subject to Contractor's benefit enhancement policy – depending upon the Authority's election:
 - a. the amount of provider's billed charge not exceeding the greater of a Contractor determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state or federal, law (in the case of emergency room services) for charges subject to Contractor's benefit enhancement policy (patient may be balance billed by the provider if the provider's charge exceeds such amount), or
 - b. the provider's billed charge.

The administration of charges for covered services from non-Participating Providers described above is consistent with the claim administration practices with respect to Contractor's own health care insurance business where applicable.

A. Non-Participating Provider Cost-Containment Programs

1.	Network Savings Program	29% of net savings
2.	Supplemental Network	29% of net savings
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings

	• Line Item Analysis Re-pricing	29% of net savings
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	29% of net savings
	• Line Item Analysis Re-pricing	29% of net savings
B. Other Cost-Containment Programs		
1.	Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	29% of the gross savings/gross recovery achieved plus hospital fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which Contractor or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	29% of gross savings/gross recovery plus any fees or expenses passed through by the hospital or regulatory agency
	Medical Implant Device Audits	29% of the gross savings/gross recovery
2.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	29% of the gross recovery
3.	Secondary Vendor Recovery Program	29% of the gross recovery
4.	Provider Credit Balance Recovery Program	29% of the gross recovery
5.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	29% of the gross recovery

6.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	29% of the gross recovery
7.	Class Action Recoveries	35% of the gross recovery
8.	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage.)	5% of the gross recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of Contractor or the Authority in any litigation, or a lawsuit is filed on their behalf; 29% of the gross recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.
CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	Contractor arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by Contractor, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care. Charges for these services will be processed through the Bank Account.	Specific vendor fees and care management program services are available upon request.
	Medical Management (inclusive of Medical Necessity Review) of Chiropractic services.	National Average is \$0.16 PMPM; rates vary by market and are available upon request.

	In addition to such third parties, Contractor has arranged for an affiliate, eviCore, to provide the following care management/cost-containment programs:	
	<ul style="list-style-type: none"> Pre-certification of coverage of radiation therapy services. 	\$885.00 per episode of care (EOC)
	<ul style="list-style-type: none"> Pre-certification of coverage of medical oncology services. 	\$1,000.00 per episode of care (EOC)
	<ul style="list-style-type: none"> Pre-certification of coverage of musculoskeletal therapy services <i>(If the Authority has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i> 	\$0.39 PMPM
	<ul style="list-style-type: none"> Pre-certification of coverage of diagnostic cardiology services <i>(If the Authority has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i> 	\$0.19 PMPM
	<ul style="list-style-type: none"> Services related to the coverage of high tech radiology which may include pre-certification. <p>In certain instances, the Plan will pay eviCore a fee on a per member/per month basis for pre-certification, arranging care, and other services that eviCore may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which eviCore arranged for the provision of the service or supply, which will be based on eviCore's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that eviCore contracted to pay the provider for the provision of the service or supply.</p> <p><i>(If Procuring Agency has elected Basic Standard Medical Management (see Administration Charges section above) this program and a charge is not applicable to that membership).</i></p> <p>eviCore may also charge for services related to the provision of high tech radiology as described below in "Other Vendors and Health Care Services Providers".</p>	Fee reimbursement method and rates may vary by market and are available upon request
	<ul style="list-style-type: none"> Pre-certification of coverage of sleep management services <i>(If the Authority has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i> 	\$0.10 PMPM

	<ul style="list-style-type: none"> Pre-certification of coverage of gastroenterology services (If the Authority has elected Basic Standard Medical Management <i>(see Administration Charges section above)</i> this program and charge is not applicable to that membership). 	\$0.09 PMPM
	<ul style="list-style-type: none"> Pre-certification of coverage for appropriate setting of care/service for high tech radiology services <i>(If the Authority has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).</i> 	No more than \$0.20 PMPM. Billing method may vary by market and is available upon request.
	<ul style="list-style-type: none"> Pre-certification of coverage for appropriate setting of care/service for certain medical oncology drugs (redirection may be to Accredo, a Contractor affiliate). 	30.00% of shared savings (where savings is derived from the difference between drug dose cost at higher cost provider initially requested and drug dose cost at lower cost provider). Fee shall not exceed \$5,000.00 per dose for a maximum of three doses resulting in a maximum total of \$15,000.00. Note: Contractor may retain a portion of the shared savings fee before reimbursing eviCore.
	<ul style="list-style-type: none"> Network management and care coordination of coverage of home health, durable medical equipment and home infusion services. 	\$0.30 PMPM
	Contractor may revise charges/fees by giving the Authority at least sixty (60) days' prior written notice.	
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in the Patient Protection and Affordable Care Act (PPACA)) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. Third	\$500-\$1,500 Review

	party review charges will be commensurate with the level of expertise necessary and the time required to complete the review.	
STRATEGIC ALLIANCES		
	Contractor contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in Contractor's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings may be paid from the Bank Account. Additional details regarding specific charges will be provided upon request.	All Medical Products
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	<p>The fixed per person per period and/or fee-for-service charges that Contractor has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. In addition, performance-based payments to Participating Providers will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time.</p> <p>For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, acupuncture, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets Contractor may contract with various third parties and/or affiliated companies, including eviCore, ("Specialty Vendors") to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of "Participating Provider" set forth in this Agreement and in any benefit booklet covering the Plan.</p> <p>When care is arranged through a Specialty Vendor's network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods:</p> <ul style="list-style-type: none"> • Fee-For-Service Payment: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits. The Specialty Vendors' fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular service or supply, and some portion of the Specialty Vendor's charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor's network of providers, including any utilization management services and case management services. In such instances, Plan 	All Products

	<p>Benefits and member cost-share will be determined based on the Specialty Vendor's charges according to Plan terms.</p> <ul style="list-style-type: none"> • <u>Administration Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged for the provision of the service or supply, which will be based on the Specialty Vendor's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • <u>All-Inclusive Capitation Payment</u>: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. <p>Contractor's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are Contractor affiliates, and the form of payment that they currently receive.</p>	
	Notwithstanding the terms of the Plan, Contractor shall not administer Member cost-sharing with respect to charges made by Cricket Health, Inc. for its personalized, evidence-based approach to managing chronic kidney disease and end-stage renal disease for clinically eligible Members in CA and such cost-sharing expenses shall, instead, be reimbursed by the Plan (not applicable if the Authority has opted out).	All Products (excluding HSA Products)
NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
Rebate and Other Remuneration Disclosure (Medical)	Contractor may directly or indirectly receive and retain payments under contracts with pharmaceutical manufacturers or third parties with respect to Members' utilization of the manufacturer's products covered under the Authority's Plan medical benefit. These payments may include rebates, service fees (e.g. administrative fees), or other remuneration. Contractor directly or indirectly contracts with pharmaceutical manufacturers or other third parties or any remuneration on its own behalf and for its own benefit, and not on behalf of the Authority or the Plan. Accordingly, Contractor retains all right, title and interest to any and all such remuneration received from manufacturer; neither the Authority, its Members, nor the Authority's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of Contractor.	All Medical Products

	This provision shall survive termination or expiration of the Agreement.	
Implementation/Referral Fee Disclosure	<p>From time to time, Contractor, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. Contractor and its affiliates may receive payments from such third parties to help defray Contractor's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by Contractor. Contractor may also receive compensation from third-party vendors that the Authority may retain based upon a referral from Contractor or that Members may utilize following an introduction facilitated by Contractor or an affiliate. Contractor may also receive:</p> <ul style="list-style-type: none"> • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan. 	All Products
COMPLIANCE ASSISTANCE		
	Contractor shall provide the following services to assist the Authority in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("SBC"), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. Contractor will not be responsible for any changes that the Authority makes to the SBC.	No charge
2.	Provide SBC, translation notices prepared by Contractor to the Authority electronically as well as any updates or material modifications.	No charge
3.	Include in SBC a summary of benefits administered by carve-out vendor if the Authority or carve-out vendor provides Contractor with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to the Authority.	\$500 for each benefit option under the Plan for which carve-out vendor benefits are included in SBC

ADDITIONAL SERVICES		
Service	Description	Charge
Behavioral Health	Access to inpatient and outpatient behavioral health services and focused utilization review and case management for both inpatient and outpatient, in-network behavioral health services. Applicable only to Members in CA/VI.	For OAP Products: Included in Medical Administration Charge
Claim and Appeals	CHLIC will administer an optional second level of claim appeals as described in Paragraph 1.D.2.a of the Agreement.	\$0.25/employee/month [Included in Medical Administration Charge]
Claim Files	Subject to an executed non-Disclosure Agreement, Contractor shall provide quarterly electronic claim files (see Section 1.BB of Agreement).	\$750.00 per claim file
Claim Litigation	Claim Litigation Services as described in Paragraph 1.H (Plan Benefit Liability) of the Agreement.	\$0.25/employee/month [Included in Medical Administration Charge]
Clinical Program	A targeted condition medication therapy management program in which Contractor provides support for Members using specialty medications for certain chronic conditions and that are obtained or administered at retail pharmacies or outpatient, office or home health care settings. As part of the program, Members are counseled on their condition, medication side effects, and importance of adherence. For the sake of clarity, if a specialty pharmacy affiliate of Contractor provides therapy management for specialty medications the pharmacy dispenses to Members, then it does so in its capacity as a specialty pharmacy and not on behalf of Contractor; Contractor does not exert direction or control over the pharmacists at any specialty pharmacy affiliate.	For OAP Products: Included at No Additional Cost
Custom Identification Cards	See Section 1.N of the Agreement.	Included in Medical Administration Charge
MotivateMe® Incentives Program	The MotivateMe incentive program allows the Authority to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CHLIC's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Authority's annual elections.	For OAP Product: \$1.05/employee/month [Included in Medical Administration Charge]

	<p>Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and the Authority's self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.</p> <p>Base Package – includes administration of the Authority selected CHLIC standard Incentives Program which provides Participating Members with the Authority's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CHLIC's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Self-Reported Activities, Pre-Diabetes Digital Coaching, Case Management, and Steerage (Centers of Excellence facility steerage).</p>	
One Guide	<p>The One Guide advocacy solution utilizes a multimodal approach to support Member Participants and help them successfully navigate the health care system. Member Participants are serviced by personal guides that include frontline service staff, as well as clinicians and non-clinician support staff from our medical, behavioral and pharmacy programs.</p> <p>In addition to connecting with personal guides via telephone, Member Participants can also interact with personal guides via the click-to-chat feature on myCigna.com (web and app), enabling Member Participants to engage with Contractor and One Guide in the way in which they prefer. One Guide helps simplify and strengthen the connection between Member Participants, their benefit plan, and their overall health and well-being. Through personalized and relevant messaging, One Guide proactively engages Member Participants with clear ways to save money, stay healthy, and improve health outcomes that lead to a healthy lifestyle.</p> <p>One Guide offers:</p> <ul style="list-style-type: none"> • education on health plan features, account balances and ways to maximize benefits and earn available incentives • guidance in finding the right doctor, lab, convenience care or pharmacy • immediate connection to health coaches and other resources <p>The goal of One Guide is to help Members take care of what matters most- staying healthy, saving money, and improving health.</p>	<p>For OAP Product:</p> <p>Included in Medical Administration Charge</p>
Third Party Stop Loss Interface Fee	<p>CHLIC will provide its standard third party reporting package only after the stop loss carrier and the Authority have executed CHLIC's standard hold harmless/confidentiality agreement. CHLIC's standard reporting package is based on paid claim data only (information on incurred-but-not-paid claims, projected claims, pre-certifications of coverage, case management, course of treatment or prognosis is not provided).</p>	<p>\$3.00/employee/month</p> <p>[Included in Medical Administration Charge]</p>

Your Health First	<p>A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements.</p> <p>The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials.</p> <p>The program includes the following components for those with a chronic condition:</p> <ul style="list-style-type: none"> • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching <p>In order to continuously assess the effectiveness of the program and/or test new ideas to further engage Members around their health, a small sample of Members may be placed in a comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.</p>	<p>For OAP Products:</p> <p>\$2.00/employee/month [Included in Medical Administration Charge]</p>
Transparency in Coverage	Contractor, within reason, will make certain data required under the Transparency in Coverage Rule available in machine readable file disclosures for the Authority through Contractor's web site, Cigna.com or CignaForEmployers.com, on a monthly basis.	Included in Medical Administration Fee
Health Improvement Fund		
Health Improvement Fund	<p>For clinical/wellness/behavioral programs offered by CHLIC that are purchased, Contractor will establish a Health Improvement Fund in the amount of \$1,250.00. This fund will be used to defray the cost of Contractor designated and arranged health and wellness improvement programs (e.g. biometric screenings, flu shots) for the Authority's Participants and to reward participation in these programs.</p> <p>The Health Improvement Fund is a one-time credit to be used from January 1, 2022-December 31, 2022. Unused funds cannot be rolled over and Contractor must pre-approve use of the Health Improvement Fund.</p> <p>The Health Improvement Fund shall be extinguished upon notice of termination of the Agreement and any fund amount not used prior to the notice of termination of the Agreement shall only be available to the Authority for the purpose of funding the cost of those reimbursable services provided prior to such notice of termination.</p>	

**CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG)
REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES**

EFFECTIVE JANUARY 1, 2020
(Applicable to Open Access Plus Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT, EST EXP PROB FOC	\$73.81
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	\$126.72
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	\$106.46
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS- Professional Fee only, at a facility	\$641.43
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	\$45.51
Radiology	71046	CHEST X-RAY, PA & LAT	\$31.28
Radiology	77067 & 77063	SCREENING MAMMOGRAPHY DIGITAL	\$189.64
General Surgery	47562	LAPAROSCOPY; CHOLECYSTECTOMY- Professional Fee only, at a facility	\$666.13
Optometry	92014	EYE EXAM & TREATMENT	\$126.12
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		\$469.00
ASC Endoscopy Suite	Grouper 8		\$1,104.00

* Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). CMG refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its other participating providers.

The Urgent Care case rate excluding radiology and laboratory services is \$135.

[End of Schedule of Financial Charges]

2)

Exhibit B - Services

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
	Furnishing Contractor's standard Bank Account activity data reports to the Authority as and when agreed upon. Contractor's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is the Authority's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	All Products
	<p>If the Authority has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, Contractor shall file such forms and pay such surcharge and assessment on covered lives on behalf of the Authority through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon the Authority's failure to provide any information required by Contractor to fulfill this obligation, the failure to comply with any requirement imposed upon the Authority pursuant to the Act, the failure of the Authority to promptly make any Bank Account Payment Reimbursements to Contractor or in the event of termination of the Agreement for any reason, the Authority fails to sufficiently fund the Bank Account to pay any such applicable charges on the Authority's behalf.</p> <p>In addition, where permitted and agreed to by Contractor, Contractor will file applicable forms and pay on behalf of the Authority and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by the Authority and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by Contractor. Contractor's obligation to pay on behalf of the Authority shall end immediately upon the Authority's failure to promptly make any Bank Account Reimbursements to Contractor or in the event of termination of the Agreement for any reason, the Authority fails to sufficiently fund the Bank Account to pay any such applicable charges on the Authority's behalf.</p>	All Medical Products
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
	Calculate benefits, check and/or electronic payments disbursed from the Bank Account. Bank Account payments will appear in the Authority's standard Bank Account activity data reports.	All Products

	Contractor's generic claim forms are made available to the Authority for individuals eligible to enroll in the Plan.	All Products
	Contractor's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	All Products
	Discuss claims, when appropriate, with providers of health services.	All Products
	Perform, based on Contractor's book of business internal audits of plan benefit payments on a random sample basis.	All Products
	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	All Products
	Respond to Insurance Department complaints.	All Products
	Designated toll-free telephone line for Member and Provider calls to Contractor Service Centers.	All Products
	Member Explanation of Benefit ("EOB") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	All Products (excluding Pharmacy)
	Verify enrollment and eligibility using Member information submitted by the Authority and/or its authorized agent.	All Products
Medical Only		
	Contractor's generic enrollment form is made available to the Authority for individuals eligible to enroll in the Plan.	All Medical Products
	Contractor's standard ID card with toll-free telephone number are prepared and mailed directly to Members.	All Medical Products
	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	All Medical Products
PLAN BOOKLET		
Products excluding Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts to the Authority.	All Products
UNDERWRITING SERVICES		
	5500 Schedule C reporting.	All Products
	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	All Products
	Contractor's standard Underwriting services: a) benefit design analysis b) projected cost analysis.	All Products
HIPAA INDIVIDUAL RIGHTS		
Products excluding Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	All Products

COST CONTAINMENT		
	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	All Medical Products (with out-of-network benefits)
	Contractor's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	All Medical Products
	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	All Medical Products
	Review of medical bills in accordance with Contractor's then current Medical Bill Review program.	All Medical Products
	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	All Medical Products
	Annual reporting of Contractor's standard cost containment results upon the Authority's request.	All Medical Products
CUSTOMER REPORTING		
	Summary reports of medical cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaforEmployers.com.	All Medical Products
	Claim Reporting: Contractor will provide standard banking and financial report information based upon paid claim data. Contractor will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment.	All Medical Products
	Stop Loss Reporting is an optional service provided at an additional fee to the Authoritys who have stop loss through another entity other than CHLIC. CHLIC will provide its standard reporting only after the stop loss carrier and the Authority have executed CHLIC's standard Hold Harmless/Confidentiality Agreement.	All Medical Products
MEMBER EXTERNAL REVIEW PROGRAM		
	Contractor contracts with a minimum of three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims requiring medical judgment to an external independent review organization which is selected by Contractor on a random basis. If the Authority has chosen not to participate in this program, the Authority may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	All Medical Products
MEDICAL MANAGEMENT SERVICES		
	Contractor provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with Contractor's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products

	Case Management, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	All Medical Products
	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	All Medical Products
	The Cigna HealthCare Healthy Babies Program is an educational program which provides Participants with prenatal care education and resources to help them better manage their pregnancy. Other benefits of this program include the Health Information Line, high risk maternity and pregnancy information on myCigna.com.	All Medical Products
	HealthCare Cost and Quality tools available on myCigna.com and myCigna mobile app.	All Medical Products
	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	All Medical Products
	Health Information Line is a service that provides twenty-four (24) hour toll free access to nurses who provide convenient and confidential services. Health Information Line nurses can help guide Members in finding the right care, make informed decisions about symptom-based health issues the Member is experiencing when they call the Health Information Line and recommend appropriate settings for care. Health Information Line nurses can help inform and educate Members about a wide variety of health and medical information, including access to a library of English and Spanish podcasts.	All Medical Products
	Cigna LifeSOURCE Transplant Network® contracts with more than one hundred sixty-five (165) independent transplant facilities which includes over seven hundred fifty (750) transplant programs and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	All Medical Products
	A health education program that delivers mailings to Members with certain conditions.	All Medical Products
	Behavioral health services are provided/arranged by a CHLIC affiliate (details available upon request), including utilization review and case management for both inpatient and outpatient, in-network behavioral health services.	OAP Products: (All Members)
	Implement a quality oversight process that includes monitoring of utilization management performance measurements and a continuous quality improvement process when warranted.	All Medical Products
	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	All Medical Products Except Comprehensive and Indemnity
	Focused utilization management of outpatient procedures and identification of appropriate alternatives. Administered in accordance with Contractor's then applicable medical management and claims administration policies, practices and procedures.	All Medical Products with Care Management Preferred

NETWORK MANAGEMENT SERVICES		
	Contractor, and/or its affiliates or contracted vendors shall:	
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others. In addition, Contractor may contract with Participating Providers and other parties (for example Independent Practice Associations) for performance-based incentive payments to promote quality of care, patient safety and cost efficiency.	All Medical Products
	Credential and re-credential Participating Providers in accordance with Contractor's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with Contractor's requirements;	All Medical Products
	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	All Medical Products
	Facilitate the identification of Participating Providers by Members; and	All Medical Products
	Designated toll-free telephone line for Member and Provider calls to Contractor Service Centers.	All Medical Products
	Access to online and/or on demand medical and health-related consultations via secure telecommunications technologies, telephones and internet are permitted and may include MDLive, a CHLIC affiliate (see details on myCigna.com).	All Medical Products
BEHAVIORAL HEALTH		
	Contractor has contracted with an affiliate (details available upon request), to provide or arrange for the provision of managed in-network behavioral health services, the affiliate is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis. This fixed fee for behavioral health services will be paid as claims and will appear in the Authority's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to the affiliate vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes lifestyle management programs and a cognitive behavioral modification program. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the behavioral health administrative fee (including the lifestyle management programs and a cognitive behavioral modification program) will be paid from the Bank Account as claims and will appear in the Authority's monthly reporting.	These services are included in the following products: OAP Products

CIGNA STAFF MODEL HEALTHPLAN SERVICES	
<p>The Cigna HealthCare of Arizona, Inc. staff model (“Cigna Medical Group” or “CMG”) is a multispecialty participating provider group located in metropolitan Phoenix, Arizona. CMG's integrated care delivery model and population health management team work together to facilitate the way in which patients and doctors communicate and interact in order to increase patient satisfaction and improve health outcomes.</p> <p>Plan Participants may at some time receive treatment from a CMG facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing Cigna participating provider networks in Arizona may access certain specialty and/or ancillary services (such as imaging and urgent care services) through the CMG system.</p> <p>For covered services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached to the Schedule of Financial Charges herein. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement (“NDA”).</p> <p>If the Plan requires or allows Participants to select a primary care provider (“PCP”), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to or otherwise encouraged to consider a CMG PCP. CMG has established collaborative referral relationships with specialty and ancillary providers in Cigna's participating provider networks, which includes affiliated entities.</p> <p>CMG may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability. The incentive payments that CMG may receive will be determined using the same performance measures and reward formula as used in determining the incentive payments made to similarly situated non-Cigna affiliated provider entities. The amount of the incentive payments made to CMG and attributable to the plan will be provided upon request.</p>	All Medical Products

[End of Exhibit B – Services]

The terms of the Professional Services Contract identified above, as mentioned herein, will be effective as of January 1, 2022. Please indicate your agreement to the Amendment by signing where indicated below and returning it to Cigna Health and Life Insurance Company (CHLIC) at the address indicated below. Alternatively, this Amendment shall become effective on the effective date indicated unless the Authority notifies CHLIC either electronically or in writing (at the address indicated below) within sixty (60) days of the date of this letter that it does not accept all the terms of this Amendment notwithstanding any provision to the contrary in the Professional Services Contract. In that case, CHLIC shall cooperate to negotiate mutually agreeable terms with the Authority. Once agreement with respect to the terms of this Amendment is reached, the Amendment will apply retroactively to the effective date.

By: _____ Date: _____
Aimee E. Burnham
Its Contractual Agreement Unit Manager
Cigna Health and Life Insurance Company
900 Cottage Grove Road
Routing W122A
Hartford, CT 06152
Facsimile 860.730.3944
Aimee.Burnham@cigna.com

By: _____ Date: _____
Alfred Park, President of the Board of Directors
New Mexico Public Schools Insurance Authority

By: _____ Date: _____
Martin R. Esquivel
Authority's Legal Counsel – Certifying Legal Sufficiency

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

TAXATION AND REVENUE DEPARTMENT

ID NO.: _____

By: _____

Date: _____



Part-Time Employee Resolutions June 2022

TYPE	NAME	DIST #	38 of 38 Part Time Resolution (2022/2023 School Year)
C	Albuquerque Charter Academy	345	Standard
S	Bernalillo Public Schools	61	Standard
S	Central Consolidated Schools	67	Standard
S	Chama Valley Independent Schools <20 but not <16 hrs/wk	53	Non-Standard
S	Deming Public Schools <20 but not <18.75 hrs/wk	42	Non-Standard
S	Dora Consolidated Schools	114	Standard
S	Espanola Public Schools	55	Standard
S	Floyd Municipal Schools bus drivers only	59	Non-Standard
S	Fort Sumner Municipal Schools	16	Standard
S	Gallup-McKinley County Public Schools	43	Standard
C	Gilbert L. Sena Charter High School	342	Standard
S	Grady Municipal Schools	15	Standard
S	Hondo Valley Public Schools	39	Standard
C	Horizon Academy West Charter School	335	Standard
S	Jemez Mountain Public Schools	56	Standard
S	Jemez Valley Public Schools	63	Standard
C	La Tierra Montessori School of the Arts and Sciences	412	Standard
S	Lake Arthur Municipal Schools	7	Standard
S	Las Cruces Public Schools 0.5 FTE <20 but not <15 hrs/wk	17	Non-Standard
S	Lordsburg Municipal Schools	29	Standard
S	Los Alamos Public Schools	41	Standard
S	Magdalena Municipal Schools	75	Standard
S	Maxwell Municipal Schools	11	Standard
S	Penasco Independent Schools	77	Standard
S	Pojoaque Valley Public Schools	72	Standard
S	Questa Public Schools	79	Standard
S	Raton Public Schools	9	Standard
S	Reserve Independent Schools	2	Standard
S	Roswell Independent Schools certified employees only	4	Non-Standard
S	Santa Rosa Consolidated Schools	25	Standard
C	School of Dreams Academy	388	Standard
S	Socorro Consolidated Schools	74	Standard
S	Springer Municipal Schools	10	Standard
C	The New America School	385	Standard
C	The New America School - Las Cruces	415	Standard
S	Tucumcari Public Schools	49	Standard
S	Vaughn Municipal Schools	26	Standard
S	Wagon Mound Public Schools	45	Standard



405 Dr. Martin Luther King Jr. Ave. NE
Albuquerque, NM 87102
505-242-6640

Resolution 2021/2022-001
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the ABQ Charter Academy is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the ABQ Charter Academy understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the ABQ Charter Academy and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the ABQ Charter Academy wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year.

In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 15th day of March 2022.

Board President

Evalynne Hunemuller
Evalynne Hunemuller (Mar 20, 2022 15:06 MDT)

Board Member

Chandra McCray
Chandra McCray (Mar 22, 2022 08:46 MDT)

Board Member

Jacob Kennedy
Jacob Kennedy (Apr 12, 2022 13:03 MDT)

Board Member

Board Member

Superintendent
Matt Montaña



Board of Education
Paul Madrid
Cordy Chavez
Mike Archibeque
Christine Suina
John Gurule

560 S. Camino del Pueblo
Bernalillo, NM 87004
505-867-2317

www.bernalillo-schools.org

Bernalillo Public Schools

PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the **Bernalillo Public Schools** is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

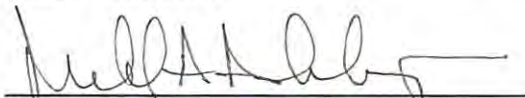
WHEREAS, the governing board of the **Bernalillo Public Schools** understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the **Bernalillo Public Schools** and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the **Bernalillo Public Schools** wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022/2023 school year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.


Signed this 12th day of May 2022


Board President


Board Vice President


Board Member Secretary


Board Member


Board ~~Secretary~~ Member



CENTRAL CONSOLIDATED SCHOOL DISTRICT

"A Community of Learners Dedicated to Building Lives"

CCSD Administration Complex • Human Resources Department
P.O. Box 1199, Shiprock, NM 87420 • 505-598-1018 Fax 598-1019

CENTRAL CONSOLIDATED SCHOOL DISTRICT PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Central Consolidated School District is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of Central Consolidated School District understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of Central Consolidated School District and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Central Consolidated School District wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 School Year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 19th day of April

Marion L. Wells
Board President, Marion L. Wells

Cheryl L. George
Board Secretary, Cheryl L. George

Christina J. Aspaas
Board Member, Christina J. Aspaas

Suzette Jean Haskie
Board Vice President, Suzette Jean Haskie

Gary J. Montoya
Board Member, Gary J. Montoya

CHAMA VALLEY INDEPENDENT SCHOOLS #19

ANTHONY CASADOS, SUPERINTENDENT
POST OFFICE DRAWER 10
TIERRA AMARILLA, NM 87575
PHONE #: 575-588-7285
FAX #: 575-588-7860
E-MAIL: ACASADOS@CHAMASCHOOLS.ORG
VISIT US AT: WWW.CHAMASCHOOLS.ORG

BOARD OF EDUCATION
MARGARET MARTINEZ CHAIRMAN
STEPHANIE MAESTAS, VICE-CHAIRMAN
MONICA CORDOVA, SECRETARY
EARL JAMES MARTINEZ, MEMBER
DONALD VALDEZ MEMBER

CHAMA VALLEY SCHOOLS BOARD OF EDUCATION 2022-2023 NMPSIA LINES OF EMPLOYEE BENEFITS COVERAGE

WHEREAS, the New Mexico Public Schools Insurance Authority (NMPSIA) Rules and Regulations which allow part- time employees to participate in the NMPSIA Rule 6 NMAC 50.1, Page 7, Definition 7.16 Eligible Part- Time Employees.

WHEREAS, Part-Time Employee means a person employed by, paid by, and working for the Chama Valley Independent School District No. 19 less than twenty (20) hours per week BUT NOT LESS THAN SIXTEEN (16) HOURS PER WEEK during the academic school term or terms and determined to be eligible for participation in the Chama Valley School's Benefit Coverage.

WHEREAS, Employees working less than (20) hours per week but at least sixteen (16) hours per week during the academic school term or terms and who on the effective date of this rule participate in the Authority Plan of benefits may continue to participate if the Chama Valley Independent School District No. 19 agrees to such participation. Discontinuance of participation thereafter for any reason other than clerical error shall terminate the opportunity to continue coverage.

NOW THEREFORE, BE IT RESOLVED, that Chama Valley Independent School District No. 19 Board of Education wishes to allow school employees that work less than (20) hours per week but at least SIXTEEN (16) hours per week, excluding substitutes, to be covered under this health insurance plan. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part- time employees.

ADOPTED this 22nd day of March 2022, by the Chama Valley Independent School District Board of Education.


Margaret Martinez, Chairman

ATTEST:


Monica Cordova, Secretary

(SEAL)

CVISD 03/22/22

DEMING PUBLIC SCHOOLS

"Learning Today for Living Tomorrow"

Vicki K. Chávez, Superintendent
Robin Parnell, Interim Deputy Superintendent

Lesley Doyle, Chief Finance Officer
Fred Parker, Chief Academic Officer
Denise Ruttle, Chief Human Resources Officer

Deming Public Schools PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year


To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 18.75 hours per week, and to pay the employer's share of insurance premiums.

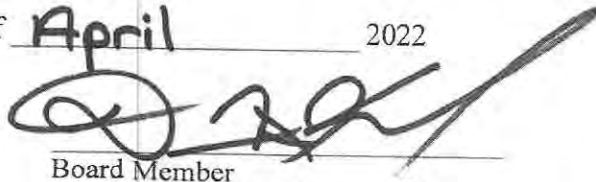
WHEREAS, the Deming Public School Board of Education is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our district be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 18.75 hours per week; and

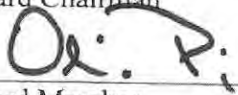
WHEREAS, the governing board of the Deming Public School Board of Education understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Deming Public School District and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE BE IT RESOLVED that we, the governing board of the Deming Public School Board of Education wish to offer the district's part-time employees as described above, the ability to participate in the NMPSIA employee benefits lines of coverage for the 2022-2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.


Signed this 21st day of April 2022


Board Chairman


Board Member


Board Member


Board Member


Board Member

Board Member

RESOLUTION

BOARD OF EDUCATION, DORA CONSOLIDATED SCHOOL DISTRICT

RESOLUTION NO. 2021/22-07

**PART-TIME EMPLOYEE BENEFITS
2022-2023 School Year**

WHEREAS, the Dora Board of Education met in regular session on March 14, 2022 at 6:00 p.m. as required by law; and

WHEREAS, the Dora Consolidated Board of Education is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

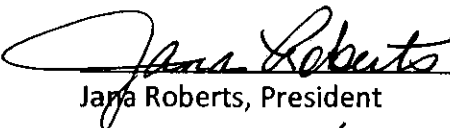
WHEREAS, the Dora Consolidated Board of Education agrees to pay the employer's share of insurance premiums; and

WHEREAS, the governing board of the Dora Consolidated Board of Education understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the Dora Consolidated Board of Education and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

BE IT HEREBY RESOLVED by the Dora Board of Education to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 school year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

ADOPTED THIS 14TH DAY OF MARCH 2022 BY THE BOARD OF EDUCATION, DORA CONSOLIDATED SCHOOL DISTRICT.

BOARD OF EDUCATION:


Jana Roberts, President


Patrick Kircher, Vice President


Brandon Dewbre, Secretary


Kerry Osburn, Member


Ty Tipton, Member

Interim SUPERINTENDENT
Mrs. Vera Trujillo
vera.trujillo@k12espanola.org
Website: www.k12espanola.org
405 Hunter St.
Española, New Mexico 87532
Telephone: 505-753-2254



BOARD OF EDUCATION
Jeremy Maestas, President
Brandon Bustos, Vice President
Katrina Martinez, Secretary
Ruben Archuleta, Member
Javin Coriz, Member

**Espanola Public Schools
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School year**

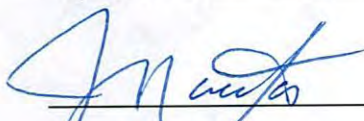

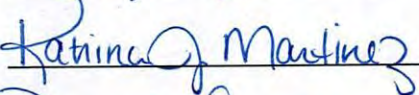
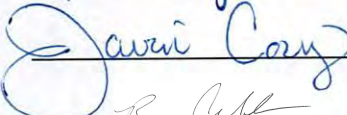

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Espanola Public Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Espanola Public Schools to participate, an annual resolution requesting such must be adopted by the board of the Espanola Public Schools and approved by the NMPSIA Board of Espanola Public Schools Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Espanola Public Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022/2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this, 24th day of March 2022.

 Board President
 Board Vice President
 Board Secretary
 Board Member
 Board Member

**Floyd Municipal Schools
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year**

To provide insurance to eligible part-time bus driver employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the **Floyd Municipal Schools** is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district be permitted to authorize participation in the employee lines of benefits coverage to our part-time bus driver employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the **Floyd Municipal Schools** understands that in order for the part-time bus driver employee to be eligible to participate, an annual resolution requesting such must be adopted by the Board of Education for the **Floyd Municipal Schools** and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the Board of Education for the **Floyd Municipal Schools** wish to offer the school's part-time bus driver employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time bus driver employees.

Signed this 14th day of March 2022



Leon Nall, Board President



Charlea Lee, Board Vice-President

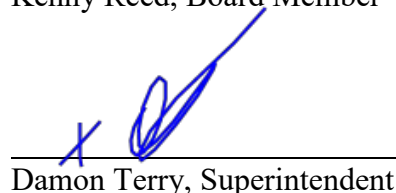


Vicki Banister, Board Secretary



Kenny Reed, Board Member

absent
Ryan Bollema, Board Member



Damon Terry, Superintendent

Board of Education**Scott Lewis, President**

Quannah Saiz, Vice-President

Kerrilyn Webb, Secretary

Casey Norman, Member

Wayne Sleep, Member

Fort Sumner Municipal Schools**Matt Moyer, Superintendent**

Fort Sumner Municipal Schools
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year


To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.


WHEREAS, the **Fort Sumner Municipal Schools** is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the **Fort Sumner Municipal Schools** understands that in order for the part-time employee to be eligible to participate, and annual resolution requesting such must be adopted by the board of the **Fort Sumner Municipal Schools** and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

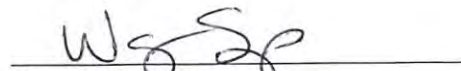
NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the **Fort Sumner Municipal Schools** wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

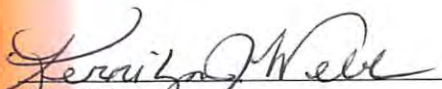
Signed this 28th Day of March, 2022


 Board President


 Board Member


 Board Vice- President


 Board Member


 Board Secretary

Gallup-McKinley County Schools
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Gallup-McKinley County Schools is requesting from the New
(district/entity name)
Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Gallup-McKinley County Schools
(district/entity name)
understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Gallup-McKinley County Schools and approved by the NMPSIA Board of
(district/entity name)
Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Gallup-McKinley County Schools wish to offer the school's part-time
(district/entity name)
employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)
we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 28th day of March 2022.

Board President [Signature] Board Vice President _____
Board Secretary [Signature] Board Member [Signature]
Board Member [Signature]

Gilbert L. Sena Charter HS

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023

School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Gilbert L. Sena Charter HS is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Gilbert L. Sena Charter HS
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Gilbert L. Sena Charter HS and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Gilbert L. Sena Charter HS wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-23 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 4 day of May 2022

Board Chairman

Board Member

Board Member

Board Member

Board Member

Board Member

Grady Municipal School

(School District/Entity Name)



PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Grady Municipal School is requesting from the New

(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Grady Municipal School

(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Grady Municipal School

(district/entity name)

and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Grady Municipal School

(district/entity name)

wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,

(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 21 day of March, 2022.

Philip B. Smith
Board Chairman

Ronald G. Gaudin
Board Member

Colten G. Gaudin
Board Member

Board Member

Kathy Edwards
Board Member

Jimmy Schell
Board Member

Hondo Valley Public Schools



(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022 - 2023

School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Hondo Valley Public Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Hondo Valley Public Schools
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Hondo Valley Public Schools and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Hondo Valley Public Schools wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 14th day of March.

Board Chairman

Board Member

Board Member

Board Member

Board Member

Board Member



Carissa Cantrell – Executive Director

Horizon Academy West

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022/2023 School Year
(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Horizon Academy West is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Horizon Academy West
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Horizon Academy West and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Horizon Academy West wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022/2023 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 15th day of March.

DocuSigned by:
Storm Gonzalez
808B86A4B56E418...
Board Chairman

DocuSigned by:
Christen Hagemann
63F8E30C8708401...
Board Member

DocuSigned by:
Carrie Ray
3B02F7BD47BA499...
Board Member

Board Member

DocuSigned by:
Karen Trujillo
8A30C3CE4BF497...
Board Member

Board Member

**PART-TIME
EMPLOYEE RESOLUTION
July 1, 2022-June 30,2023
School Year**

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Jemez Mountain School District is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Jemez Mountain School District understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Jemez Mountain School District and approved by the NMPSIA Board of Jemez Mountain School District Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Jemez Mountain School District wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022/2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 8th day of April 2022.


Board Chairperson


Board Member


Board Member


Board Member


Board Member

Superintendent, *Dr. Susan Passell*
Associate Superintendent, *Dr. Manuel Medrano*

Board Members
President, *Peter Madalena*
Vice President, *Penelope L. Vigil*
Secretary, *Cathy Trujillo-Wiseman*

Jemez Valley Public Schools
Office of the Superintendent
8501 Highway 4
Jemez Pueblo, New Mexico 87024

District Office: 575-834-7391
Fax: 575-834-7394
Website: www.jvps.org



Resolution No. 2021-22-004
Jemez Valley Public Schools
PART-TIME EMPLOYEE RESOLUTION
2022-23 SCHOOL YEAR

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 5 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the **Jemez Valley Public Schools** is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the **Jemez Valley Public Schools** understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the **Jemez Valley Public Schools** and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the **Jemez Valley Public Schools** wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-23** school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 15th day of March 2022.

Mr. Peter Madalena, President of the Board of Education

Ms. Penny Vigil, Vice-President of the Board of Education

Ms. Cathy Trujillo-Wiseman, Secretary of the Board of Education

Ms. Jazmine Anderson, Member of the Board of Education

Mr. Anthony Delgarito, Member of the Board of Education



La Tierra Montessori School of the Arts and Sciences

La Tierra Montessori School of the Arts and Sciences

(School District/Entity Name)



PART-TIME EMPLOYEE RESOLUTION

2022 / 2023

School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the La Tierra Montessori School of the Arts and Sciences is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the La Tierra Montessori School of the Arts and Sciences
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the La Tierra Montessori School of the Arts and Sciences and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the La Tierra Montessori School of the Arts and Sciences wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022 / 2023 **school year**. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 29th day of April 2022

Board Chairman

Board Member

Board Member

Board Member

Board Member

Board Member



LAKE ARTHUR MUNICIPAL SCHOOLS

P.O. Box 98 700 Broadway Lake Arthur, New Mexico 88253
(575) 365-2000 • Fax (575)-365-2002

Website: www.la-panthers.org

ELISA BEGUERIA

SUPERINTENDENT

KATHLEEN GALLAWAY
PRINCIPAL

"Educational Excellence to Prepare Students
for the Challenges and Opportunities of the Future."

BOARD MEMBERS

EDWARD RUBIO, JR.
PRESIDENT

IRMA SALMON
VICE PRESIDENT

GENE BASSETT
SECRETARY
CYNDI BUCK

MEMBER
AMANDA LODOZA
MEMBER

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year
(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Lake Arthur Municipal Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Lake Arthur Municipal Schools
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the

Lake Arthur Municipal Schools and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the
Lake Arthur Municipal Schools wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 8 day of March, 2022

[Signature]
Board Chairman

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

BOARD OF EDUCATION
Las Cruces Public Schools ♦ Las Cruces, New Mexico

Resolution

**“A RESOLUTION TO PROVIDE INSURANCE TO ELIGIBLE PART-TIME
EMPLOYEES AND PAY THE EMPLOYER’S SHARE OF INSURANCE PREMIUMS
FOR THE 2022/2023 SCHOOL YEAR”**

WHEREAS, the Las Cruces Public Schools Board of Education is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our district be permitted to provide insurance participation opportunities to the school district’s part-time employees who are hired for a .5 full-time equivalent position working a minimum of 15 hours each week, but not necessarily 20 hours each week; and

WHEREAS, the Board understands that in order for the part-time employee to be eligible to participate in Authority Employee Benefit Coverage’s, an annual Resolution requesting such must be adopted by the Board of Education and approved by the Authority Board and filed annually with the Authority; and

WHEREAS, the Board agrees to provide the employer’s share of the insurance premium in accordance with the law for such employees; and

WHEREAS, the Board further agrees that for job-share employment relationships, the school district will pay premiums for only one of the job-share participants, consequently, the other job-share position could be paid by the employee at 100% of premiums; however, the school district will pay premiums for Basic Life Insurance for all job-share employees that work a minimum of 15 hours each week;

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Las Cruces Public Schools Board of Education, wish to offer the district’s part-time employees the ability to participate in Authority Employee Benefit Coverage’s. In addition, we, the members of the Board of Education, do resolve to provide the employers share of the insurance premiums for such eligible part-time employees.

Adopted this 21st day of April, 2022 at Las Cruces, New Mexico.

DocuSigned by:

Ray Jaramillo

5F81FA6FB742481...

Ray Jaramillo, President

DocuSigned by:

Pamela Cort

868F3BBD08F3445...

Pamela Cort, Secretary

DocuSigned by:

Robert Wofford

4B3BF4220C7941B...

Robert Wofford, Member

DocuSigned by:

Teresa Tenorio

3768E7B7C47E4B3...

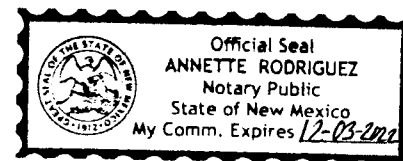
Teresa Tenorio, Vice-President

DocuSigned by:

Carol Cooper

917C3A86CB8C47C...

Carol Cooper, Member



SUBSCRIBED AND SWORN to before me this 25 day of April, 2022.

Notary Public

My Commission Expires: 12-03-2022



Lordsburg Municipal Schools
401 West 4th Street
P.O. Box 430
Lordsburg, NM 88045
Telephone (575) 542-9361
Fax (575) 542-9364
<http://www.lmsed.org>

SUPERINTENDENT
Stephen Lucas

DIRECTOR OF OPERATIONS
Ryan Chaney

2022-2023 School Year

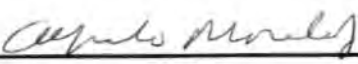
RESOLUTION: Part-Time Employee Participation in Insurance Program

WHEREAS, the Lordsburg Board of Education is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our district be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who work less than twenty (20) hours per week but not less than fifteen (15) hours per week; and

WHEREAS, the Local Board of Education understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the Local Governing Board for the Lordsburg Municipal Schools and approved by the Authority Board of Directors and filed annually with the Authority Board by May 1st of each year; and

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Lordsburg Board of Education, wish to offer the district's part-time employees who work less than twenty (20) hours per week but not less than fifteen (15) hours per week, the ability to participate in the NMPSIA employee benefits lines of coverage. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

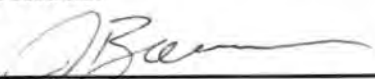
Signed this 21st day of March, 2022:



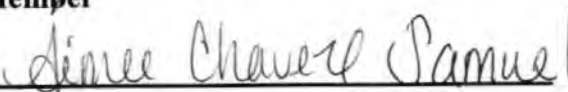
President



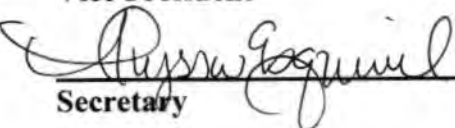
Member



Vice President



Member



Secretary

BOARD OF EDUCATION

Alfredo Morelos, Jr., President

Jonah Barrera, Vice-President

Alyssa Esquivel, Secretary

John Plowman, Member

Aimee Samuel, Member



Los Alamos Public Schools

"We prepare capable and confident, life-long learners."

LOS ALAMOS PUBLIC SCHOOLS

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023

School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the LOS ALAMOS PUBLIC SCHOOLS is requesting from the New

(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the LOS ALAMOS PUBLIC SCHOOLS

(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the LOS ALAMOS PUBLIC SCHOOLS and approved by the NMPSIA Board of

(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the LOS ALAMOS PUBLIC SCHOOLS wish to offer the school's part-time

(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,

(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 3rd day of March, 2022.

24th

Melanie A. Celyan

Board Chairman

Board Member

[Signature]

Board Member

[Signature]

Board Member

[Signature]

Board Member

Board Member

ps02/2013



P.O. Box 90
2075 Trinity Drive
Los Alamos, NM 87544
(505) 663-2222 FAX (505) 663-3247

BOARD OF EDUCATION
LYNN MAJOR, President
SHARON HARRIS, Vice President
KAYLA KERSEY, Secretary
BRETT BRUTON, Member
KELBY STEPHENS, Member

Magdalena Municipal Schools

P.O. BOX 24
MAGDALENA, NEW MEXICO 87825
PHONE 854-2241 FAX 854-2531

DR. GLENN HAVEN, Superintendent
JORY MIRABAL, AD/Principal, ES, MS
KERI JAMES, Curriculum and
Instruction/Human Resources/Fed-State
Programs
R. DOROTHY ZAMORA, Business Manager

"OUR STUDENTS ARE OUR NUMBER ONE PRIORITY"

PART-TIME EMPLOYEE RESOLUTION 2022-2023 SCHOOL YEAR


To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Magdalena Municipal Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and


WHEREAS, the governing board of the Magdalena Municipal Schools understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Magdalena Municipal Schools and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Magdalena Municipal Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 school year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 21 day of March, 2022.


Board President


Board Member


Board Member


Board Member


Board Member

Board Member

Magdalena Municipal School District does not discriminate in employment or provision of services
On the basis of race, color, national origin, gender, age, or handicapping condition

La falta de conocimiento de inglés o identificación como estudiante con necesidades especiales no serán barreras para la admisión en programas de enseñanza de educación técnica.

Lack of English language skills or identification as a special needs student will not be barriers to admission and participation in career technical education programs.

Bilagáana bizaad íhoóq'g'íi doyeegó bílbééhózingo éi doodaíí óltáí, bich'i anabagazt'i'gi éidóó yiniitáakaahda. Naanish ál'ígíi dóó ba 'ihoo'aahgi

Maxwell Municipal Schools

MAXWELL MUNICIPAL SCHOOLS PART-TIME EMPLOYEE RESOLUTION 2022-2023 SCHOOL YEAR

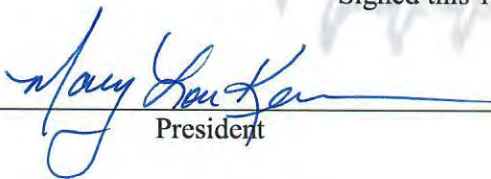
To provide Insurance to eligible part-time employees who are on contract that work less than 20 hours per week but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Maxwell Municipal School District is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than twenty (20) hours per week but not less than fifteen (15) hours per week; and


WHEREAS, the governing board of the Maxwell Municipal School District understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by board of the Maxwell Municipal School District and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board the Maxwell Municipal School District wish to offer the district's part time employees, as described above, the ability to participate in the NMPSIA employee benefit line of coverage for the 2022-23 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 14th day of March 2022:




President

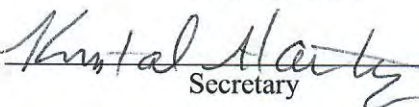


Member

Vice President



Member



Secretary



Peñasco Independent School District

P.O. Box 520
Peñasco, New Mexico 87653

PHONE: 575-587-2502

FAX: 575-587-2513

Superintendent

Melissa Sandoval

Peñasco Board of Education

Dorothy Lopez Sherman, Board President
Carlos Abeyta, Board Vice-President
Amanda Biscotti, Board Secretary
Patriela Martinez, Board Member
Gwendolyn Simola, Board Member

PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Peñasco Independent School District is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Peñasco Independent School District understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Peñasco Independent School District and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

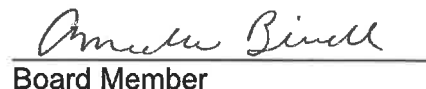
NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Peñasco Independent School District wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

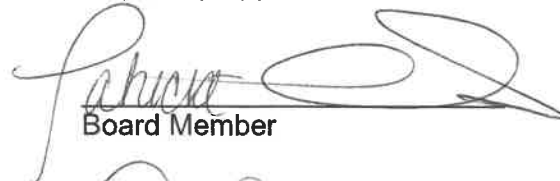
Signed this 19th day of April 2022.

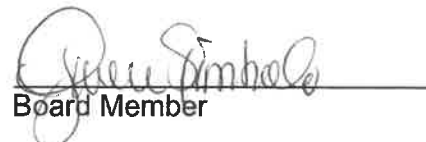

Board President


Board Member

Board Member


Board Member


Board Member


Board Member

Pojoaque Valley Schools

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

22/23 School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Pojoaque Valley Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Pojoaque Valley Schools
(district/entity name)

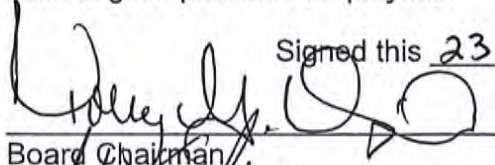
understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Pojoaque Valley Schools and approved by the NMPSIA Board of
(district/entity name)

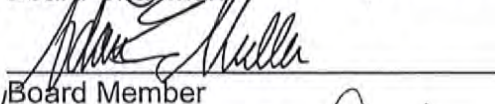
Directors and filed annually with the NMPSIA Board.

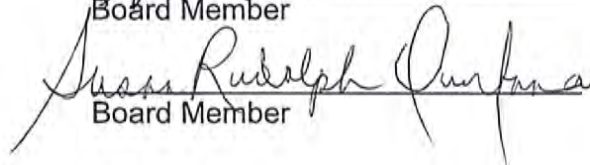
NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Pojoaque Valley Schools wish to offer the school's part-time
(district/entity name)

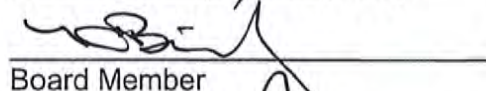
employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 22/23 school year. In addition,
(starting/ending school year)

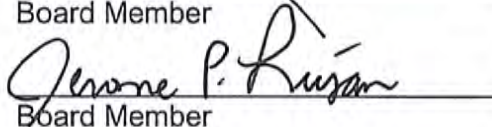
we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 23 day of March, 2022.

Board Chairman


Board Member


Board Member


Board Member


Board Member

Board Member



Questa Independent School District

2556A Wildcat Road / P.O. Box 440 / Questa, NM 87556

District Office Phone: 575-586-0421 Fax: 575-586-0531

Questa Independent School District

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022/2023

(starting/ending school year)

School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS the Questa Independent School District is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS the governing board of the Questa Independent School District
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Questa Independent School District and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Questa Independent School District wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022/2023 school year. In addition,

(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 10 day of MAY

J.P. R. L.
Board Chairman

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member



RATON PUBLIC SCHOOLS

1550 Tiger Circle - Raton,
New Mexico 87740

Phone: (575) 445-9111 Fax: (575) 445-5641

PART-TIME EMPLOYEE RESOLUTION #2022-03 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Raton Board of Education is requesting from the New Mexico

Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who work less than twenty (20) hours per week but not less than fifteen (15) hours per week; and

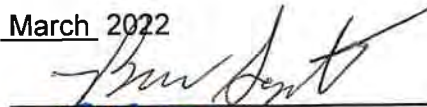
WHEREAS, the Local Board of Education understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the Local Governing Board for Raton Board of Education and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Raton Board of Education, wish to offer the school's part-time employees as described above the ability to participate in the NMPSIA employee benefits lines of coverage. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 14th day of March 2022




President



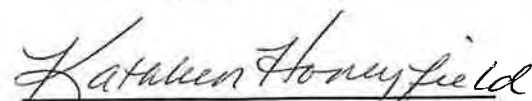
Member



Vice-President



Member



Secretary

Independent School
District No. 1
24 Mountaineer Rd.
P. O. Box 350
Reserve, NM 87830

(575) 533-6242
(575) 533-6647 Fax



Randall Earwood
Superintendent

Jolene Delgado
Principal

Micheon Shellhorn
Athletic Director

Reserve Independent Schools

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year
(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Reserve Independent Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Reserve Independent Schools
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Reserve Independent Schools and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Reserve Independent Schools wish to offer the school's part-time
(district/entity name)

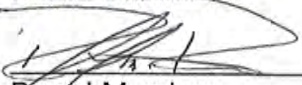
employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 16th day of March 2022


Board Chairman


Board Member


Board Member

Board Member


Board Member

Board Member

Sam Nicolds
President

Eric Fryar
Vice President

Robert Ricks
Secretary

Linda Cooke
Member

Audrey McQueen
Member

Independent School
District No. 1
24 Mountaineer Rd.
P. O. Box 350
Reserve, NM 87830

(575) 533-6242
(575) 533-6647 Fax



Randall Earwood
Superintendent

Jolene Delgado
Principal

Micheon Shellhorn
Athletic Director

Reserve Independent Schools

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year
(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Reserve Independent Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Reserve Independent Schools
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Reserve Independent Schools and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Reserve Independent Schools wish to offer the school's part-time
(district/entity name)

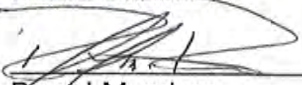
employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 16th day of March 2022


Board Chairman


Board Member


Board Member

Board Member


Board Member

Board Member

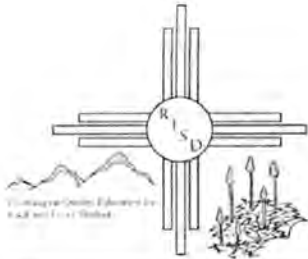
Sam Nicolds
President

Eric Fryar
Vice President

Robert Ricks
Secretary

Linda Cooke
Member

Audrey McQueen
Member



ROS WELL INDEPENDENT SCHOOL DISTRICT
DISTRICT FINANCE & OPERATIONS
300 N. Kentucky
(575) 627-2537 - PHONE
(575) 627-2534 - FAX

Roswell Independent School District
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

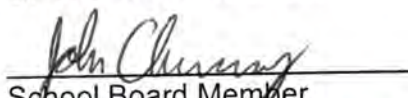
WHEREAS, the **Roswell Independent School District** is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the **Roswell Independent School District** understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the **Roswell Independent School District** and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the **Roswell Independent School District** wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023** school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this **12th** day of **April, 2022**


School Board President


School Board Member


School Board Member


School Board Member


School Board Member

Santa Rosa Consolidated Schools

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023

(starting/ending school year)

School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Santa Rosa Consolidated Schools is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Santa Rosa Consolidated Schools
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Santa Rosa Consolidated Schools and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

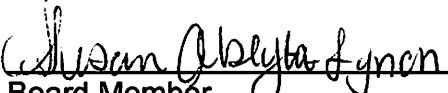
NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Santa Rosa Consolidated Schools wish to offer the school's part-time
(district/entity name)

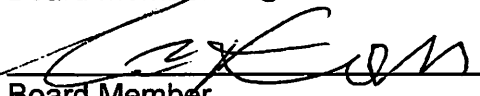
employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition,
(starting/ending school year)

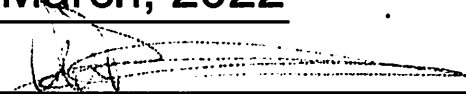
we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

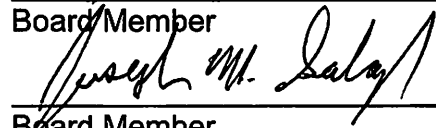
Signed this 16th day of March, 2022


Board Chairman


Board Member


Board Member


Board Member


Board Member


Board Member



Early College High School

*Science, Technology, Engineering, **A**rts, Mathematics (STEAM)*

School of Dreams Academy

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the **School of Dreams Academy** is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the **School of Dreams Academy**
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the **School of Dreams Academy** and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the **School of Dreams Academy** wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 school year**. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this **5** day of **April, 2022**

DocuSigned by:

Kathy Chan

Board Chairman

Board Member

DocuSigned by:

Kenny Griego

Board Member

Board Member

DocuSigned by:

Ralph Mims

Board Member

Board Member



SOCORRO CONSOLIDATED SCHOOLS

700 Franklin Street, Socorro, NM 87801

TEL: 575-835-0300 FAX: 575-835-1682

www.socorroschools.org

Ron Hendrix
Superintendent

Denise Cannon
Assistant Superintendent

Socorro Consolidated Schools PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.


WHEREAS, Socorro Consolidated schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of Socorro Consolidated Schools understands that in order for the part-time employee to be eligible to participate an annual resolution requesting such must be adopted by the board of Socorro Consolidated Schools and approved by NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of Socorro Consolidated Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 28th day of March 2022


Board President


Board Vice-President


Board Secretary


Board Member


Board Member

BOARD OF EDUCATION

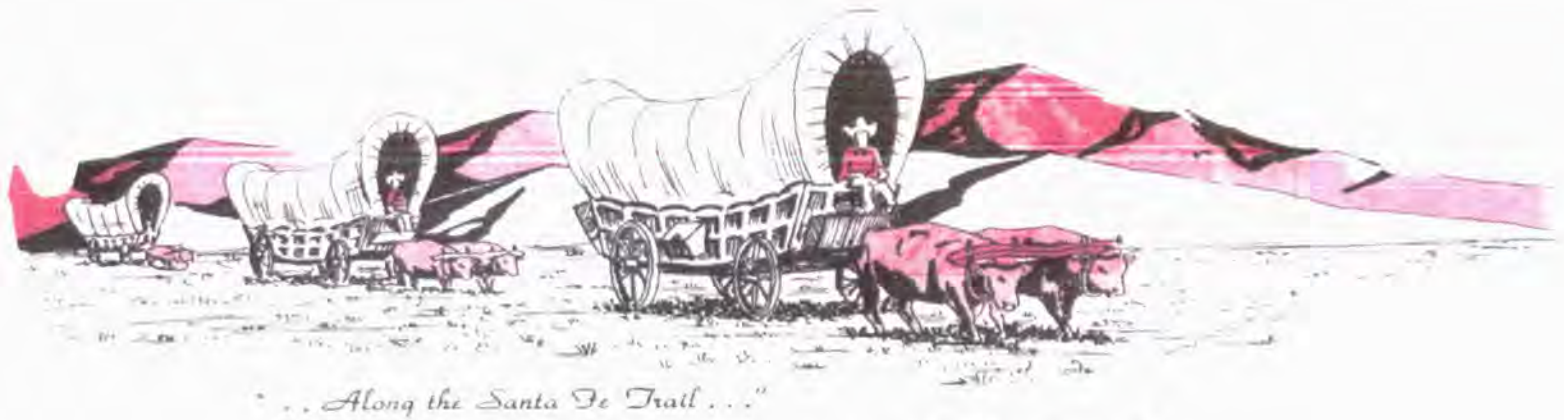
DAVID HICKS
President

ICHAEL HARGATHER
Vice-President

PAULINE JARAMILLO
Secretary

SHARON SESSIONS
Member

TARA K. JARAMILLO
Member



Springer Municipal Schools

PART-TIME EMPLOYEE RESOLUTION 2022/2023 School Year

To provide insurance to bus drivers only, who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, Springer Municipal Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our bus drivers who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and WHEREAS, the governing board of the Springer Municipal Schools understands that in order for bus drivers to be eligible to participate, an annual resolution requesting such must be adopted by the board of Springer Municipal Schools and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Springer Municipal Schools wish to offer the school's bus drivers as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022/2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 9th day of March 2022.

Rebecca Herrera
Board Chairman

Mona But
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member



The New America School-NM
1734 Isleta Blvd SW
Albuquerque, NM 87105
(505) 222-4360
www.newamericaschoolnm.org

Hon. Jared Polis, Founder
Paul Rael, Governing Council President
LaTricia Mathis, Principal

**THE NEW AMERICA SCHOOL- NEW MEXICO
PART-TIME EMPLOYEE RESOLUTION
2022-2023 School Year**

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, The New America School-New Mexico is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of The New America School-New Mexico understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of The New America School-New Mexico and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of The New America School-New Mexico wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 9th day of March 2022.

Board Chairman

Board Member

Board Member

Board Member

Board Member

Board Member



The New America School-Las Cruces
207 S. Main Street
Las Cruces, NM 88001
(575) 527-9085
www.newamericaschoolnm.org

Hon. Jared Polis, Founder
Susie Kimble, President
Margarita Porter, Principal

THE NEW AMERICA SCHOOL- LAS CRUCES PART-TIME EMPLOYEE RESOLUTION 2022-2023 School Year

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, The New America School-Las Cruces is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of The New America School-Las Cruces understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of The New America School-Las Cruces and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of The New America School-Las Cruces wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 21st day of April 2022.

Susie Kimble
Board Chairman

MR Valdez
Board Member

Gerardo R. Macias
Board Member

Board Member

Roberta Guthrie
Board Member

Board Member



Tucumcari Public Schools

700 West Amarosa Street • P.O. Box 1046
Tucumcari, New Mexico 88401

Ph. 575-461-3910
Fax 575-461-3554

PART-TIME EMPLOYEE RESOLUTION 2022-2023 SCHOOL YEAR

RESOLUTION NO. 2022-06

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Tucumcari Public Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing Board of the Tucumcari Public Schools understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the Board of the Tucumcari Public Schools and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

NOW THEREFORE BE IT RESOLVED, that we the governing Board of the Tucumcari Public Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 14th day of 2022


BOARD PRESIDENT


BOARD Vice President


BOARD Secretary


BOARD MEMBER


BOARD MEMBER

School Board
Rudy Martinez, President
Antonia Martinez-Sanchez, Vice President
Delila Aragon, Secretary
Christopher Matson, Member
Mary Aragon, Member

Vaughn Municipal Schools

101 East Fourth Street, P.O. Box 489,
Vaughn, NM 88353
Phone 575-584-2283 Fax 575-584-2355

Administrators
Lyndsey Padilla, Superintendent
LaQuita Wheeler, Principal
Mike Velasquez, Counselor/ AD
Danette Madrid, Business Manager

Vaughn Municipal Schools

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year

To provide insurance to eligible part-time bus driver employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

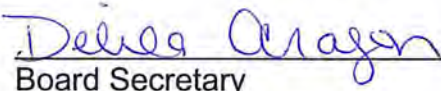
WHEREAS, the Vaughn Municipal Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and


WHEREAS, the governing board of the Vaughn Municipal Schools understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Vaughn Municipal Schools and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

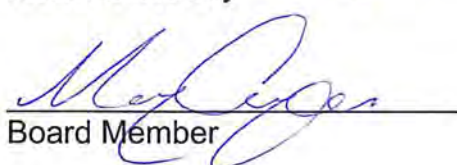
NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Vaughn Municipal Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the **2022-2023 School Year**. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 20th day of April 2022.


Board President


Board Secretary


Board Vice-President


Board Member

Board Member

Board Member



WAGON MOUND PUBLIC SCHOOLS

Post Office Box 158 • 300 Park Avenue • Wagon Mound, New Mexico 87752

Voice: 575-666-3008 FAX: 575-666-9001

Wagon Mound Public Schools

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION

2022-2023 School Year

(starting/ending school year)

To provide insurance to eligible part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Wagon Mound Public Schools is requesting from the New Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

(district/entity name)

WHEREAS, the governing board of the Wagon Mound Public Schools understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Wagon Mound Public Schools and approved by the NMPSIA Board of Directors and filed annually with the NMPSIA Board.

(district/entity name)

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Wagon Mound Public Schools wish to offer the school's part-time employees as described above, the ability to participate in the NMPSIA employee benefit lines of coverage for the 2022-2023 school year. In addition, we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

(district/entity name)

(starting/ending school year)

Signed this 16th day of March

Tony Kubin
Board Chairman

[Signature]
Board Member

[Signature]
Board Member

[Signature]
Board Member

Camille C. Cornell
Board Member

[Signature]
Board Member

05/02/2013



**PETITION ADOPTED BY
THE DIGITAL ARTS & TECHNOLOGY GOVERNING BOARD
GIVING NOTICE OF INTENT TO OFFER DEPENDENT EMPLOYEE BENEFITS COVERAGES
TO DOMESTIC PARTNERS**

The Governing Board of The Digital Arts & Technology Academy (DATA) (Petitioner), having affirmatively voted in a meeting noticed and conducted pursuant to the Open Meetings Act on April 20, 2022, petitions the New Mexico Public Schools Insurance Authority (Authority) as follows:

1. The Petitioner will offer employee domestic partner benefits, as such lines of coverage are provided by the Authority to its employees; and
2. The Petitioner will offer insurance eligibility to domestic partners and will offer the employer's share of the insurance premiums for domestic partners; and
3. The Petitioner understands that to offer such employee domestic partner benefits pursuant to the rules of the Authority, there must be an affirmative choice to offer that coverage and give notice of such choice to the Authority; and
4. The Petitioner understands that in order for an employee to be eligible to participate in employee domestic partner benefits, an affidavit of domestic partnership must be provided in the form attached to this Petition, as well as any further documentation that may be required locally in support of the affidavit of domestic partnership;
5. THEREFORE, the members of the Governing Board of the Petitioner affirmatively choose to offer employee benefits to domestic partners, as such benefits are provided by the Authority, and hereby notifies the Authority of that choice.

The Petitioner hereby offers authorization of payment of the employer contribution equal to that made for married employee benefits; and such payment is conditioned on the submission of an Affidavit in proper form establishing a domestic partnership, as well as providing any additional documentation in support of the Affidavit that may be required locally.

Finally, the Petitioner requests an open enrollment for verified Domestic Partners of employees for two weeks – from May 16, 2022, to May 27, 2022. This would allow payroll deductions to be done in June 2022 for an effective date of July 1, 2022.

Signed by the Members of the DATA Governing Board at their regular meeting on April 20, 2022:

Al Sanchez

Debra Dee

Esther Marquez

Omar Durant

Jennifer McDonald



**BlueCross BlueShield
of New Mexico**



New Mexico Public Schools Insurance Authority (NMPSIA)

2022 Semi-Annual Wellness Review

Well onTargetSM Statistics

- 248 unique members
- 127 Health Assessments completed
 - Top issues
 - Weight management
 - Nutrition (Cholesterol and Blood Pressure)
 - Stress
- 46 members enrolled in educational and self-management programs
 - Most popular
 - Achieving a healthy weight
 - Managing your stress
 - Preventive health
- 42 members using Health Tracker
 - Most popular
 - Weight management
 - Stress
 - Physical Activity/Sleep
- 86 members syncing a device
- 43% increase in new members
- 265 members participating in the Fitness Program



Chronic Conditions per 1000 – Top 10 Counties

- Hypertension – 347
- Hyperlipidemia – 196
- Diabetes – 96.1

Overall Conditions of Prevalence*

- Cardiovascular Diseases – Hypertension, CHF, CAD, Heart Attack, Hyperlipidemia
- Low Back Pain
- Diabetes

*Annual Review - New Mexico Public Schools Insurance Authority - 2021 Client Meeting - April 20, 2022

Wellness Initiatives/Engagement

Virtual Presentations

- February – Healthy Heart, Healthy You
- March – Trending in Nutrition
- April – Better Sleep for Better Health

Challenges

- Walker Tracker Physical Activity Challenge
- Adapt and Thrive in 5
- March 7 – April 10

Ambassador Meetings

February Q3

- Roundtable discussion to collect feedback on how to move forward post COVID-19. Addressing stress and mental health was predominant topic.

April Q4

- Presented Mindset Monday Series
 - Begins August 29th
 - Sent Self-Care Tips/Links for Summer
- Presented Wellness Initiative Grant Application





Deliver wellness resource training to NMPSIA employee benefits representatives to prepare them for open enrollment.

Annual Benefits Training
July 12 – July 14



Deliver wellness resource overviews to NMPSIA employees during open enrollment.

Open Enrollment Wellness
Benefits Presentation

Total Participants
240

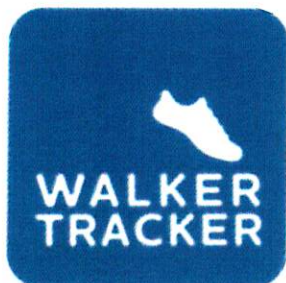
Total Steps
34,553,509

Total Activities
Converted to Steps
3,910,175

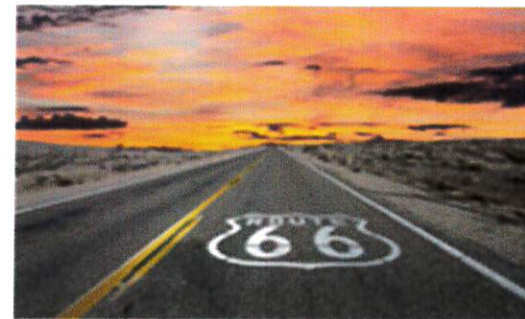
Trips Across
North America 6.7X

52.5% of Participants
Met Goal of
168,000 Steps

Calories Burned
1,783,987



Total Podcast Listens
171





Mindset Monday's Gratitude Journaling



We will learn about:

- What the Research Says
- What Journaling Is and Is Not
- Easy to Use Techniques
- Helpful Resources

De-stress in 15 Minutes!

*Please
join us!*

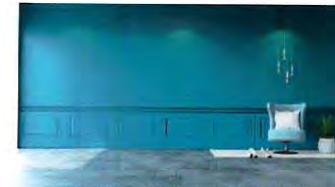
Date: August 29, 2022
Time: 11:00 - 11:15AM
Location: Virtual (Teams)
Registration [Link](#)



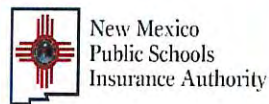
Attention Wellness Ambassadors Does Your Team Need a Wellness Space/Program?

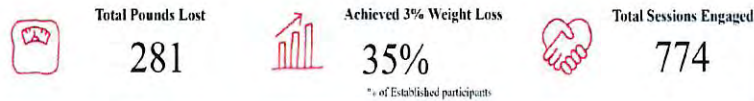
Stress Circle?
Zen Room?
Pet/Art Therapy?
Exercise Equipment?

Submit Your Plan



Application Deadline September 15
Maximum Grant Amount \$700.00
Application [Link:](#)





Engagement



Established Participants

Age (average)	48
Starting Weight (average)	211.0
Starting BMI (average)	34.0
Female	84%
Male	16%

Weight Loss

WEIGHT LOSS (LBS)



8+ Sessions

- ✓ Average Weight Loss
2.0%
- ✓ Achieved 3%
37%
- ✓ Achieved 5%
20%

Engagement Metrics



Mobile App Users

90

Participants engaging in the
Wondr mobile app



Behavior Tools Used

3,529

Weights Logged	1,678	Activities Completed	448
Meals Tracked	730	Goals Set	122
Skills Checked	551		



Tailored Lessons Taken

1,415

Personalized activities and eating
behavior lessons taken by
participants

REAL LIFE. REAL SOLUTIONS.

By your side and on your side

Get the most from your health benefits plan.

**New Mexico Public Schools
Insurance Authority**



**New Mexico
Public Schools
Insurance
Authority**



Offered by Cigna Health and Life Insurance
Company or its affiliates.



Cigna Life ConnectedSM

For all aspects of your employees' well-being

A holistic approach designed uniquely for each client that addresses multiple dimensions of employee well-being, aiming to optimize health and workforce productivity.



Physical



Emotional



Environmental



Financial



Social



YOUR NEW GROWTH PLAN

Cigna Engagement Consultants

Your partners in employee well-being



Offered by Cigna Health and Life Insurance Company or its affiliates.

myCigna

Your employees' online home for assessment tools, plan management, medical updates and much more

- Click-to-chat with customer service
- Find in-network doctors, dentists and medical services
- View ID card information
- Review coverage
- Manage and track claims
- Compare cost and quality information for doctors and hospitals
- ***Access a variety of health and wellness tools and resources***
- Sign up to receive alerts when new plan documents are available
- Track account balances and deductibles
- ***Complete Gamified Health Assessment***
- ***Access My Health Assistant online coaching***



Employees download the myCigna® App and access their account with just a fingerprint on any compatible device.



health assessment

After completing the health assessment on myCigna, your employees get a wellness score and recommendations to help them get started on a path to better health. They can also share the report with their doctor at their next visit.

You can offer an incentive for completing the health assessment, to encourage employees to get engaged.



My health assistant online health coaching

Make big change possible.

One small step at a time.

- Keep stress in check
- Lose weight
- Balance your diet
- Enjoy exercise
- Diabetes
- CAD
- COPD
- Asthma
- Heart failure
- Cope with the blues
- Quit tobacco



Cigna Apps and Activities

- Available for employees through **myCigna®.com** and a convenient mobile app.
- Easy, at-a-glance navigation and intuitive design with how-to prompts.
- Fitness, nutrition and resilience activities focused on a more balanced approach to well-being.
- Data pulled from a variety of apps, including: Fitbit®, Runkeeper, MapMyFitness, iHealth, Withings, Garmin Connect™ and HealthKit™ for Apple Watch® devices.

Apple Watch is a registered trademark of Apple Inc. HealthKit is a trademark of Apple Inc. All other service marks or trademarks are the property of their respective owners. Cigna does not endorse any third-party products or services and will not be responsible for the use or misuse of such products or services.

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Cigna lifestyle management program

Support your employees' need to achieve change

If weight, tobacco or stress is affecting your employees' ability to live active lives, a health advocate can provide them with personalized support to help.

Weight management:

Learn to manage weight using a non-diet approach that helps build confidence, change habits, eat healthier and become more active.

Quit tobacco:

Develop a personal quit plan to become and remain tobacco-free.

Reduce stress:

Understand the sources of stress, and learn to use coping techniques to better manage stress both on and off the job.

Online or telephone coaching program – or both – for the support needed.

support for emotional well-being

Multi-layered program includes:*

- Three face-to-face visits with a licensed mental health provider in Cigna's employee assistance program network
- Live chat with an employee assistance program advocate
- Unlimited telephone counseling and access to work-life resources
- Self-service digital tools and resources at myCigna.com
- Access to legal services including a 30-minute no-cost consultation with a network attorney for legal issues including civil, personal/family, and IRS and 25% discount off select fees if the network attorney is retained*
- Access to financial services, such as 25% off tax preparation and a 30-minute complimentary phone consultation with a qualified specialist on debt counseling, budgeting, student loans and more
- Identity theft 60-minute consultation with a fraud resolution specialist that can provide information on how to recover from identity theft, and ways to protect yourself**

Help anytime at
877.231.1492 or the
number on your
employee's ID card



*Employee assistance program services are in addition to, not instead of, your health plan benefits. These services are separate from your health plan benefits and do not provide reimbursement for financial losses. Customers are required to pay the entire discounted charge for any discounted legal and/or financial services. Legal consultations related to employment matters are excluded. Additional restrictions may apply. Program availability may vary by plan type and location, and are not available where prohibited by law. **Available 10/1/2020.

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Self-service digital tools on myCigna.com



A digital therapeutics program designed by experienced health care providers to help employees take control of the stresses of everyday life. It's loaded with interactive video lessons and one-on-one coaching to help with depression and anxiety.*



A self-directed program with activities, science-based games and guided meditations. These are designed to help employees reduce stress and anxiety, gain confidence, defeat negative thoughts and boost overall health and performance.*



*Program services are provided by independent companies/entities and not by Cigna. Programs and services are subject to all applicable program terms and conditions. Program availability is subject to change.

Cigna's Your Health First® program

Provides whole person support – body and mind

Coaches are trained to support 16 common conditions that can be impacted by behavioral change

- Asthma
- Coronary artery disease (CAD), angina, acute myocardial infarction (AMI), heart disease
- Heart failure
- Chronic obstructive pulmonary disease (COPD)
- Diabetes I and II
- Metabolic syndrome
- Peripheral arterial disease
- Low back pain
- Osteoarthritis
- Depression, anxiety, bipolar disorder

Cigna health coaches can help employees navigate the challenges of living with chronic conditions

ginger for Cigna®

Easy access to care – no matter where you are, when you need it, or what you're going through. Visit ginger.com/cigna to learn more.

59%

Anxiety improvement*

4.7★

Satisfaction rating**

70%

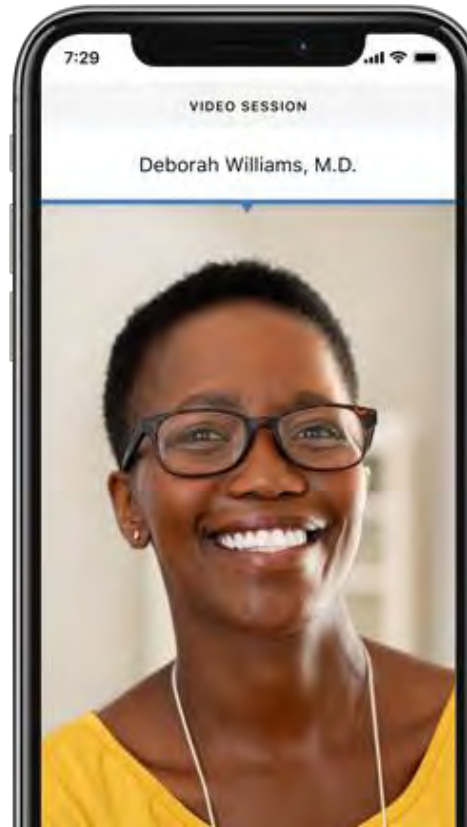
Depression improvement***

Incredible mental health care for everyone.

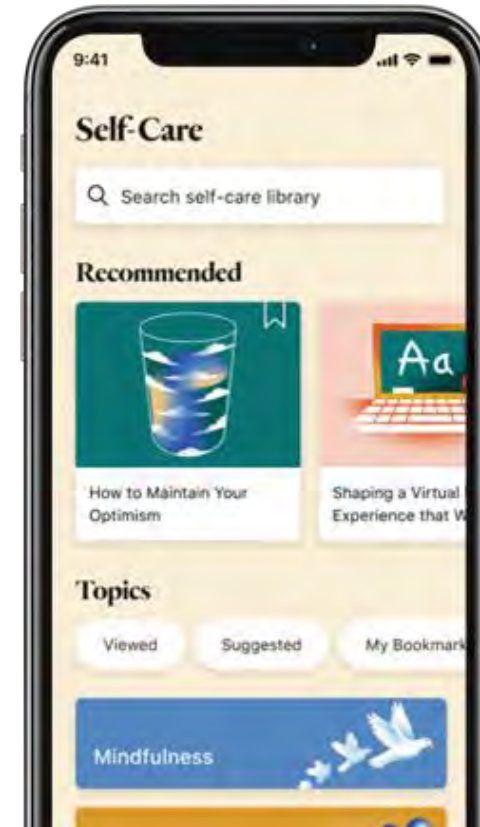
Real-time behavioral health coaching within 60 seconds



Video therapy and psychiatry appointments within hours



Personalized, clinically-validated skill-building activities



*Ginger member survey 01/2018-12/2019

**Ginger member satisfaction survey 2019-2020

***Ginger member survey 01/2018-12/2019

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Cigna MotivateMe[®] program

Reward your employees for the healthy actions they take.
Depending on your plan, you can offer rewards for things such as:

Taking a
health
assessment

Work with a
lifestyle
management
coach

Participating
in a wellness
program

Getting
annual
preventive
screenings

*To comply with federal laws, if an eligible employee is unable to participate in any of incentive program events, activities or goals due to a disability or other reason, they may be entitled to a reasonable accommodation for participation, or an alternative standard for rewards. **Biometric screenings are provided by third party companies and not by Cigna.

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healthy babies

Employees call the number on their Cigna ID card to receive a welcome kit.

Cigna Healthy Babies program helps support your expecting employees in managing their pregnancy and can help keep mothers and babies healthy.

- A workbook to help teach about pregnancy and babies, including topics like prenatal care, exercise, stress and depression.
- 24/7 telephone access to a health advocate.
- Access to a wealth of information on the myCigna® website from trusted sources like WebMD and Healthwise.

Participants will learn how to:

Monitor their pregnancy week by week

Make a plan for a healthy pregnancy

Prepare for labor and delivery

Care for their baby

Cigna healthy Rewards®*

Employees get discounts on the health products and programs they use every day, for:

Weight management and nutrition

Vision and hearing care

Fitness clubs and equipment

Alternative medicine

Vitamins, and health and wellness products

*Healthy Rewards programs are NOT insurance. Rather, these programs give a discount on the cost of certain goods and services. The customer must pay the entire discounted cost. Some Healthy Rewards programs are not available in all states and programs may be discontinued at any time. Participating providers are solely responsible for their goods and services. Confidential, unpublished property of Cigna. Use and distribution limited solely to authorized personnel. © 2021 Cigna




Communication Pieces

CIGNA BEHAVIORAL PROGRAMS

Life happens. We can help. For whatever challenges come your way.

See What's Next >



Cigna

Offered by Cigna Health and Life Insurance Company or its affiliates.

BY YOUR SIDE. AND ON YOUR SIDE.

Get the most from the benefits offered through your employer.



talkspace

Therapy from anywhere

Start feeling better today



VITAMIN

Vital health information in a minute



Declutter your life

Be happy and healthy

Having too much clutter in your life can be a burden. A cluttered living space can sap your energy at home. A disorganized desk or digital life can be distracting. An overbooked calendar can be exhausting to maintain. Clutter in any shape or form can ramp up your stress without you even realizing it.

You have the power to declutter your life and choose what makes you happy. And doing so may actually improve your health and boost your mood!

Here are some benefits of decluttering and living more simply.

Less stress. Dealing with a constant pickup of clutter can make you feel scattered, disorganized and stressed. Decluttering at home can help you create a calm and peaceful living space.

Better focus. A cluttered environment can make it hard to focus. Your brain gets distracted by seeing a lot of extra stuff, whether it's a messy desk or an out-of-control email inbox. Putting stuff away and removing things you no longer need can help you be more efficient.

Healthier home. Clutter can be a dust magnet, and it can get in the way of cleaning floors and surfaces throughout your home. Cleaning the clutter can help you get rid of dust and germs, too.

Financial clarity. A pickup of paperwork or financial statements can be unsettling. You may worry about missing a bill payment or overlooking an important financial message. Creating a system for managing bills and filing important paperwork can put your mind at ease.

Less conflict. Tensions can run high when family members are fed up with clutter or unable to find what they need. Life runs more smoothly when everyone works together to reduce clutter and finds ways to organize their stuff at home.

More freedom. When you get rid of the things that are weighing you down, you may find that you have more time and energy to devote to what matters most to you.

© 2019 Cigna. "How to Declutter Your Home" could not be published in its entirety and is not for sale. For more information, please visit: <https://www.cigna.com/health-behavioral-programs/declutter-your-home>

Together, all the way.™

Cigna


talkspace

WELCOME TO TALKSPACE

Before you start, you should know:

Talkspace provides online therapy with a licensed clinician via private message and live video. Many Cigna members can now access Talkspace through their behavioral health benefits plan. Keep in mind that engaging with a Talkspace therapist is subject to the same co-pay or co-insurance (after deductible) that would apply to an in-person visit. To get started, you will need to register to confirm benefit availability, complete the QuickMatch process, select a therapist and make your payment.

COMING SOON



If you have questions regarding your mental health benefits or coverage, please refer to the information on the back of your insurance card for support contact information.

View it on your phone

Download the myCigna App and access your account with a fingerprint on any compatible device.

myCigna™

Nothing is more important than your good health. That's why there's the **myCigna** website – your online home for assessment tools, plan management, medical updates and much more.

On **myCigna.com** you can:

- Find in-network doctors, dentists and medical services
- View ID card information
- Review your coverage
- See how much your medication will cost you at the different pharmacies in your network
- Manage and track claims
- Order refills or talk with a pharmacist at Cigna Home Delivery Pharmacy
- Compare prescription drug prices
- Compare cost and quality information for doctors and hospitals
- Access a variety of health and wellness tools and resources
- Sign up to receive alerts when new plan documents are available

Together, all the way.™

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Weight Management

If issues about your weight are affecting your health or your ability to live an active life, it may be time to make some changes. A health advocate can provide you with personalized support to help you learn to manage your weight using a non-diet approach that helps you build confidence, change habits, eat healthier and become more active.

Use an online or telephone coaching program - or both - for the support you need.

Tobacco Cessation

If your use of tobacco is affecting your health or your ability to live an active life, it may be time to make some changes. A health advocate can provide you with personalized support to help you develop a personal quit plan to become and remain tobacco-free.

Use an online or telephone coaching program - or both - for the support you need.

Stress Management

If daily stress is affecting your health or your ability to live an active life, it may be time to make some changes. A health advocate can provide you with personalized support to help you understand the sources of your stress.

24/7 customer assistance

A phone call away

Anytime you need us, feel free to call the toll-free number printed on the back of your Cigna ID card.

- You can reach us 24 hours a day, seven days a week.
- You can get answers to your health, claims and benefit questions.
- Ask for a Spanish-speaking service representative or someone who can translate one of 200 languages.
- You can order an ID card, update insurance information and check claim status.

24/7 customer assistance is available for medical and dental plan customers only.





Resources for Your Total Population

wellness at work

Your go-to website for wellness resources for your workforce including health engagement communication calendars, supporting campaign materials, videos and much more <https://campaigns.cigna.com/health-engagement/>

1

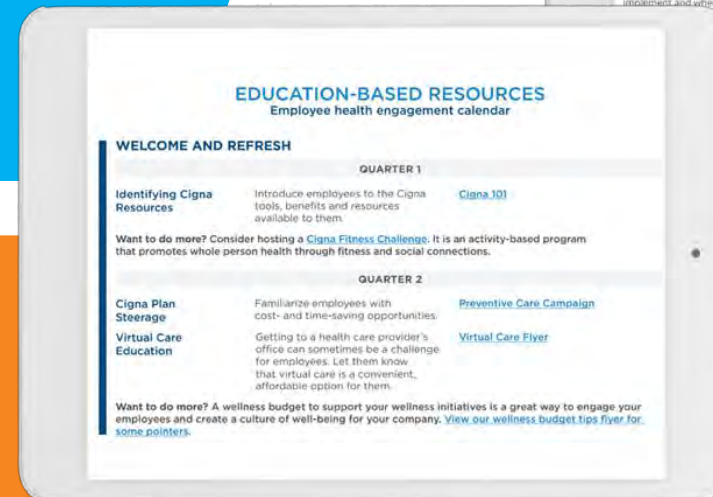
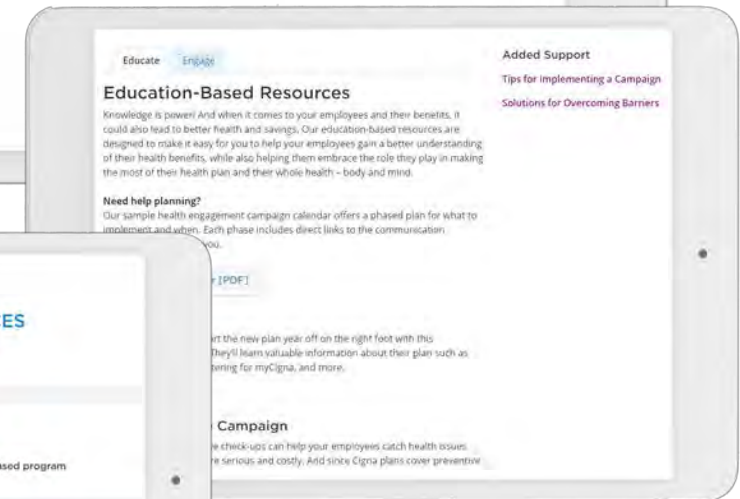
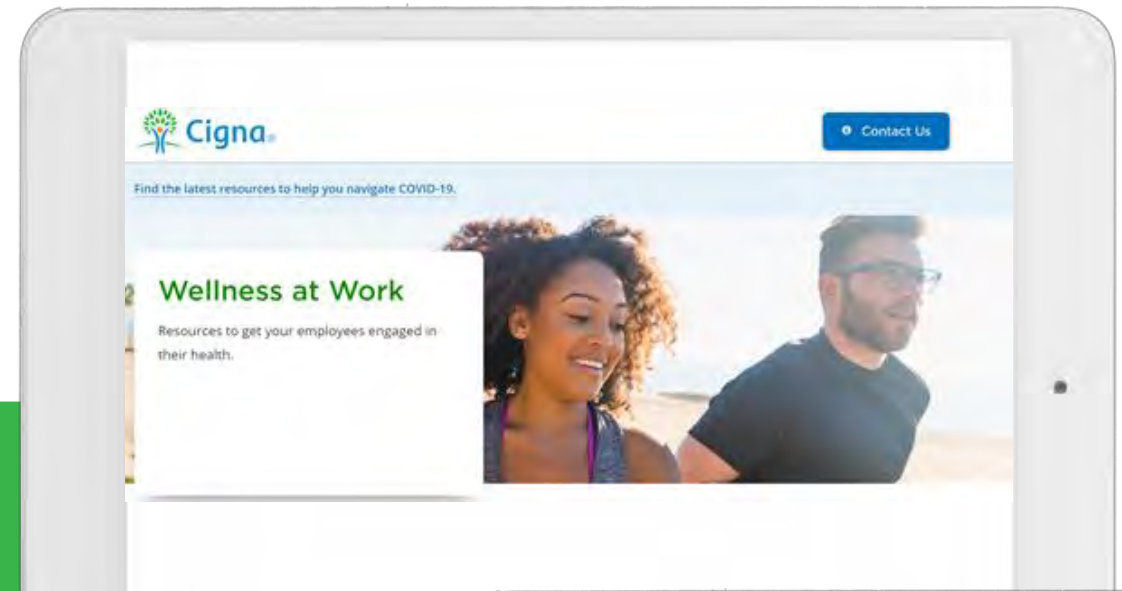
Start by taking our short wellness assessment. All we need you to do is answer nine simple questions about your organization's employee wellness strategy. With this information, we'll be able to point you directly to the communication resources that will be most relevant to your employees. **Take assessment now.**

2

Explore employee communication resources. Access turnkey and easy-to-use communication resources designed to get your employees more engaged in their whole health. **View resources.**

3

Reach out if you have questions. Whether you need help getting or have questions along the way. Cigna is here to help. Contact our Health Engagement Team for support with questions about these resources, or other health and wellness program needs. **Contact us.**



Resources to educate and engage employees

Recommended communication calendars



Monthly VitaMin Communications

- All newsletters can be found on Vitamin Central [VitaMin Central-ceros \(vitamincentralcigna.com\)](https://vitamincentralcigna.com)

- January: Make resilience a ritual
- February: Fit for life
- March: The antioxidant advantage
- April: Six ways to save on your health care bills
- May: The exercise effect
- June: How to prepare for your annual check up

Each monthly topic includes the following and are released biannually:

- A digital newsletter filled with information to help improve or maintain a healthy lifestyle
- An email to share the monthly newsletter with employees
- Images and quick content to share on social or HR platforms
- Health Observance email recognizing awareness campaigns



Seminars

- Life Connected Live Webcast Series-6 per year
- On-demand Webcasts Addressing 5 Dimensions of Wellness:
 - *Physical*
 - *Emotional*
 - *Environmental*
 - *Financial*
 - *Social*



Thank you for you energetic support!





**New Mexico
Public Schools
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NMPSIA
Wellness

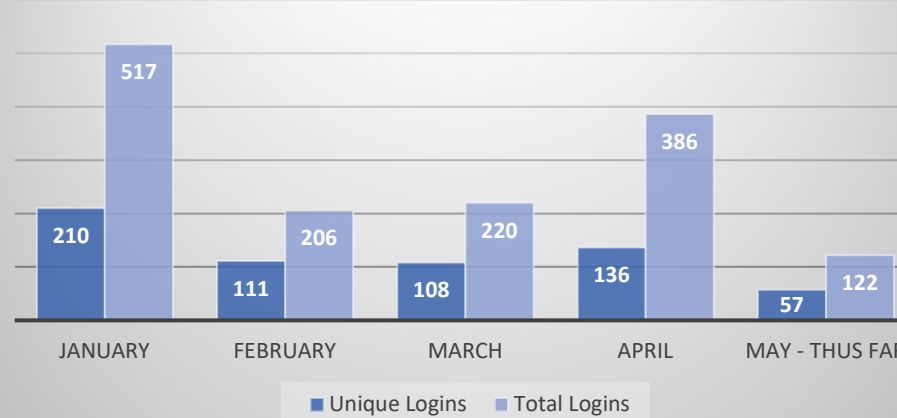
NMPSIA Semi-Annual Report

January 1 thru May 20, 2022

Wellness At Work



Wellness at Work Platform Traffic

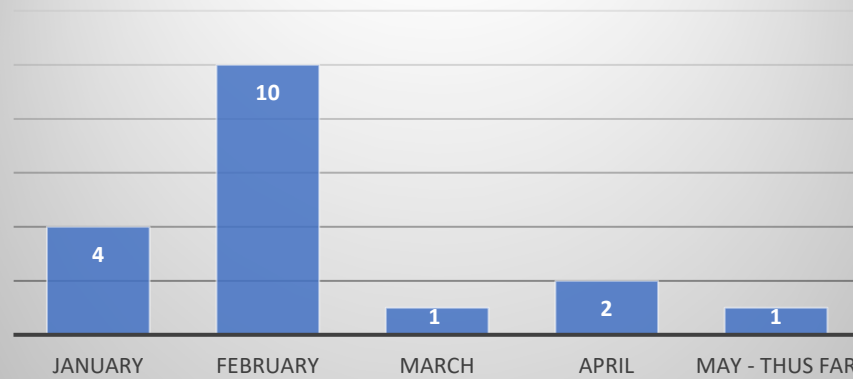


Workshop Topics

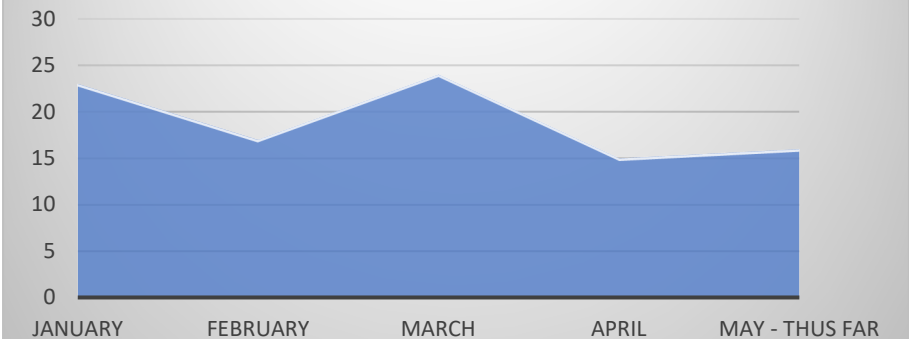
****Anxiety**
****Diabetes (Type 2)**
 Arthritis
 Headaches
 Heartburn
 High Cholesterol
 Prepare for Flu Season
 Preventative Health Female
 Preventative Health Male
 Asthma

**Most popular

Completed Workshops



Personal Health Assessments Completed



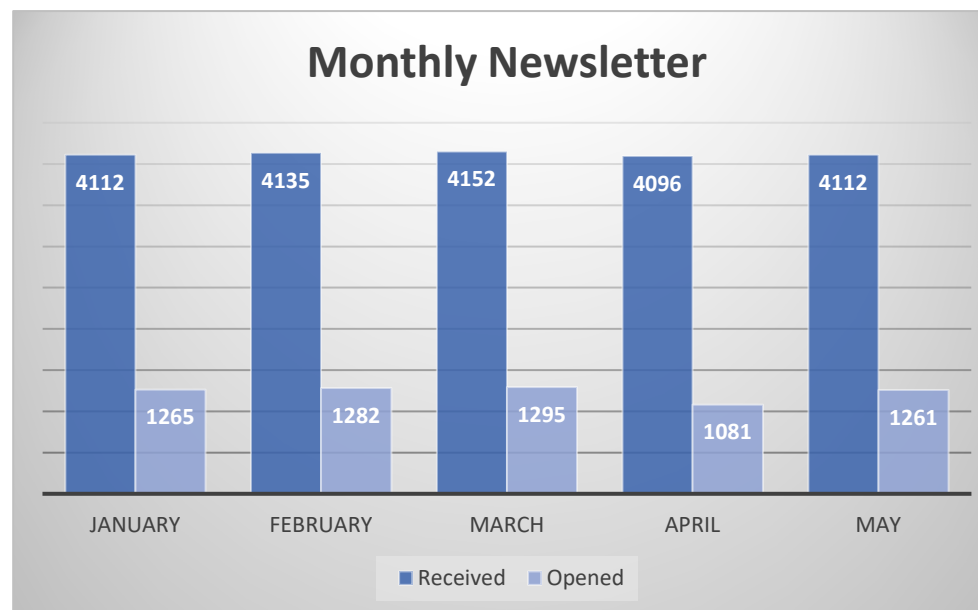
Member Engagement



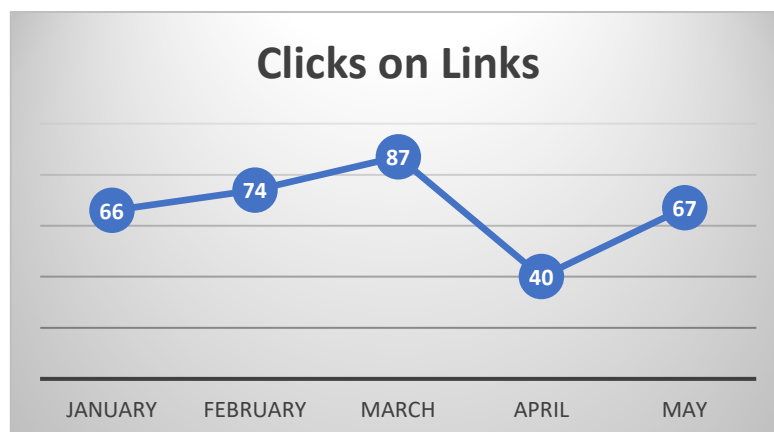
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NMPSIA
Wellness



The open rate for the monthly electronic newsletters is consistently between **30.7% - 32.8%**



Newsletter Content Includes Registration Links and Program Information

- Monthly Webinar
- Monthly Cooking Show
- Good Measures Program
- Health Coaching Program
- Life on Mindfulness Program
- Resilience Webinars
- Directs to W@W for Rewards Program



The
Solutions
Group

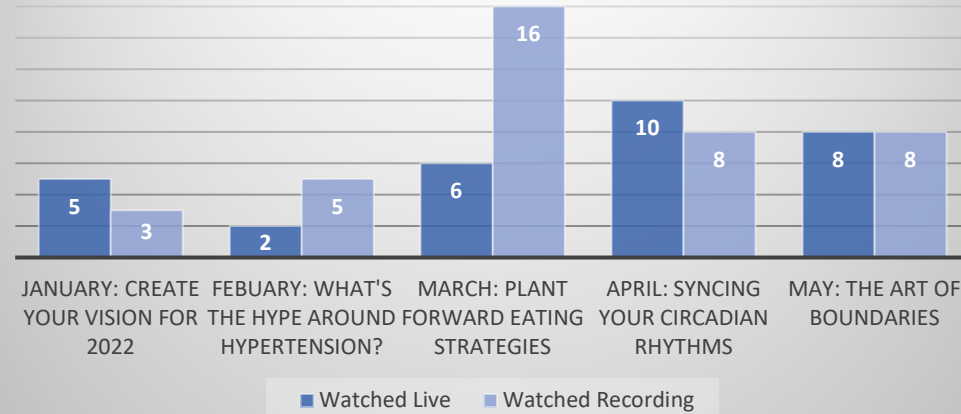
Member Engagement Cont.



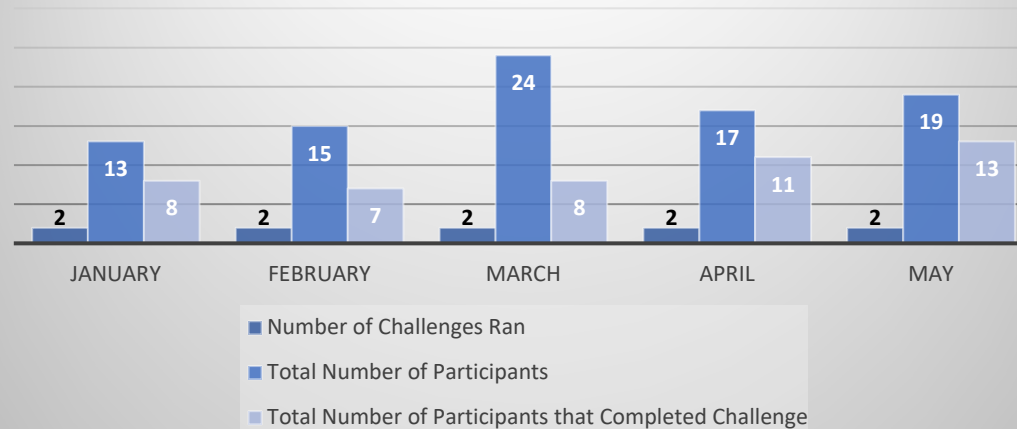
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Monthly Webinar Participation



Wellness Ambassador Mini Challenge Participation



The **Mini Challenge Program** is led by Wellness Ambassadors at each of their individual locations. These challenges provide an opportunity for employees to engage as a team, bolstering well-being and social connection.



Health Coaching



January – May 2022 Program Participation Data

Month	Total Number of Coaching Requests	New coaching participations each month	Coaching Participants Each Month	Coaching Appointments
January	6	5	21	37
February	0	0	11	14
March	1	0	11	15
April	0	1	11	13

Health Coaching Topics

Healthy Eating: 2
Weight Loss: 3
Exercise: 2
Disease Prevention: 1
Stress Reductions: 1

7 New coaching requests
6 New coaching participants engaging with a coach
23 Unique individual coaching clients
79 Coaching appointments
100% Extremely satisfied with received service from coach
100% of participants said they made significant progress toward goals
100% of participants strongly agree they would recommend this program to others

"Very friendly and helpful."

"I enjoyed speaking with my health coach. She was understanding and helpful. Her guidance has helped me make progress toward my goals."

"It's a great program. Helping and encouraging individuals to achieve their health goals. It's always great to have someone check on you from time to time to chat about progress and next steps to achieve this important goal. I am glad I signed up."



Good Measures

January to April 2022 Program Interactions and Engagement

- 19 New Enrollments
- 17 New members engaged and using their account
- 11 New members completed initial assessments
- 13 New members logging into the Good Measures platform consistently
- 8 Initial consults performed
- 26 Total follow up consults performed
- 106 Email interactions with members
- 85 Messages via app correspondence

NMPSIA members covered under Presbyterian Health Plan and their covered spouses or domestic partners have access to **Good Measures Nutrition Program**. This is a personalized nutrition coaching program with online tools, available at no cost.

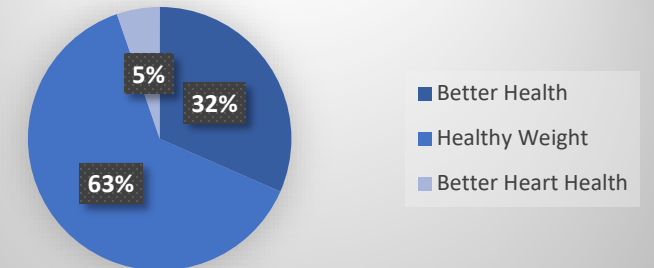
January to April 2022 Outcomes

71 Members logged two or more weigh-ins

53.5% have lost weight

6lbs or 3.1% is the average weight loss for these members during these months

New Members by Program



Life On Mindfulness

The Life On Mindfulness Platform Provides

- Daily guided zoom meditations
- Twice a month Saturday mindfulness workshops

Ranging in a wide variety of topics

- Mindfulness for True Stress Reduction
- Mindful Eating
- Mindfulness at Work
- Mindfulness for Better Sleep



January to Current 2022 Platform Data

323 new enrollments on platform

37 average number of NMPSIA members daily drop-ins for the daily zoom meditations

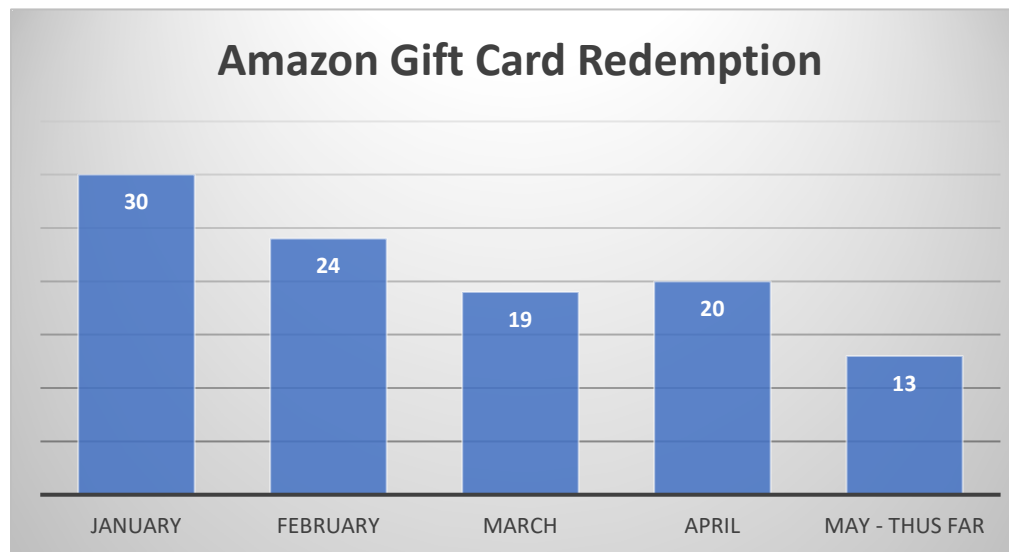
453 aggregate attendance for the Saturday workshops and replays

9782 aggregate number of visits to the NMPSIA Life On Mindfulness platform – on average each NMPSIA member visited site **30** times

163 new sign ups for the 4-week self guided online program: Better Sleep, Rest & Relaxation



Wellness Incentive Programs



NMPSIA members can earn points by participating in different wellness activities that they then can redeem for Amazon gift cards. **each card is worth \$25

Incentive Campaign Snapshot

- 293** Members participated in campaign
- 223** Members earned point for completing their PHA
- 80** Members earned points for getting their annual preventative visit
- 70** Members earned points for completing a workshop
- 33** Members earned points for getting a preventative screening
- 32** Members earned points for completing their annual video visit

