DISCUSSION DRAFT

Energy Transition Act

TO: Members of the Water and Natural Resources Interim Committee

FROM: Senators Candelaria and Ortiz y Pino

Thank you for allowing us to provide you with an update on a discussion draft of the Energy Transition Act regarding how to best address PNM abandonment of the San Juan Generating Station.

This discussion draft begins with PNM's announcement that it will no longer utilize the San Juan Generating Station (SJGS) after 2022. They have formally indicated to their SJGS partners that they will not extend the partnership agreement after 2022 and will not seek to extend the contract for coal purchase. As the majority owner and operator of the plant, this action has major consequences and will almost certainly mean the retirement of the plant by the end of 2022. Senator Neville, Representative Montoya and I (Senator Candelaria) sponsored legislation (SB47) last year to begin to address the transition of PNM out of coal generation at the SJGS. PNM's decision will have a major impact on energy generation in New Mexico, the economy and tax base in the Four Corners area and will affect PNM customers.

It is important to note that this bill does **NOT** require the plant to close. Its provisions become effective if, and only if, an application for abandonment and financing is filed by PNM at the PRC. The legislation seeks to react in a reasoned and balanced manner to PNM's decision to abandon coal generation at SJGS. We are working to move the state forward in energy generation, allow PNM to utilize a cost-saving funding mechanism, and address economic losses in the Four Corners area.

The discussion draft attached starts a conversation about a bill that we intend to introduce, along with other legislators, next session. It attempts to incorporate many comments provided on the 2018 legislation. It has **NEITHER** been finalized **NOR** endorsed by any interested party. Following the Water and Natural Resource Committee's hearing today, we will work with the Speaker's office to continue to seek input from many interested parties. We are certain that this draft will change.

The draft presently contains 4 major component parts as generally described below.

1. **Transition away from energy produced by coal at the San Juan Generating Station.** In its most recent Integrated Resource Plan (IRP) filed with the PRC, PNM stated "The most significant finding of the IRP is that retiring PNM's 497MW share of SJGS in 2022 would provide long-term cost savings for PNM's customers." In this discussion draft, further savings are possible using AAA bonds. *To achieve these savings, through this legislation, PNM may finance the closure of the plant through low-interest customer-backed bonds that would be sold on the public bond market*. To utilize customer backed bonds for all the undepreciated capital, PNM must show at least 40% cost savings for customers compared to traditional recovery on the amounts already authorized for ongoing collection. PNM may recoup stranded undepreciated costs at the plant and other itemized costs (calculated based on previous PRC decisions). The bond charges become a surcharge on customer bills, and payments are securitized by the surcharge. This secure repayment method allows for the bond to be AAA rated. The low interest on the bond provides tens of millions of dollars of savings per year over traditional rate-based financing options authorized by the PRC.

a. Items that *are authorized to be in the bond* generally are:
    i. $320M in stranded costs (100% of the stranded costs) for expenses spent on the facility and previously approved by the PRC to be recouped from customers;
    ii. A percentage of the bond will go to community economic diversification;[1]
    iii. Financing costs (including $300,000 for expert consultants for the PRC); and
    iv. Up to $30M for reclamation, decommissioning and other plant closure costs.

2. **Relief for the affected community.** The bill seeks to support economic development and diversification as well as maintain the tax base in the area.
    a. New replacement energy sources would be built in the school district where the plant is now located, and property tax will be paid on the new replacement energy sources;
    b. A percentage of the bond will go to community economic diversification; [2] and
    c. The plant can reopen or be repurposed for any use emitting no more CO2 than a clean energy source.[3] The discussion draft prioritizes energy replacement options that utilize the impacted mine and generation sites.

3. Move towards clean energy.
    a. PNM's renewable portfolio is required to be 40% (2025) and 50% (2030); and
    b. Emissions are capped at no more than four-hundred pounds of carbon-dioxide per megawatt-hour (<400 lbs/MWh) by January 1, 2023, and not more than two-hundred pounds of carbon-dioxide per megawatt-hour (<200 lbs/MWh) by January 1, 2032). PNM can meet these standards by meeting the RPS and maintaining current levels of other zero-emitting resources.

4. **Consumer protections and PRC oversight**.
    a. As mentioned above, PNM must show in PRC filings that the bond provides a 40% savings as compared to the full cost of recovery of stranded costs;
    b. PNM actions must be proven to be reasonable in many areas as shown in PRC filings;
    c. Ownership of replacement and future resources needed to comply with the renewable energy standard are open to any entity. A competitive solicitation process is required. Nothing precludes PNM, or any other party, from being the owner of replacement resources;
    d. Allows only up to $30M in reasonable and prudent reclamation and decommissioning costs to be included in the bonds paid by PNM customers;
    e. PNM must use the lowest cost alternative in marketing bonds, and prove that in PRC filings;
    f. There is a cap on cost of renewables (0.6 cents per kilowatt hour) and, since many renewable sources may be available at an even lower cost, PNM must also prove to the PRC that the renewable energy selected is at reasonable cost as compared to other renewables in the region;
    g. $300,000 is provided for expenses for PRC to hire experts to review filings related to securitization and abandonment; however,
    h. PRC authority is limited in some decisions regarding the bonding, and the PRC cannot modify the decision to allow recoupment of full stranded costs.

We look forward to bringing you a more final draft at a later meeting of your committee.

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[1] In last year's legislation this was approximately 5% of the bond, calculated at approximately $19M

[2] *See* footnote 1

[3] <845 lbs/MWh emission limit equals a clean gas plant emission or coal plant with carbon capture and sequestration/ conversion technologies. *See* Wyoming Integrated Test Center, www.wyomingitc.org/ and Petra Nova Parish Holdings near Houston, Texas, https://www.nrg.com/case-studies/petra-nova.html. PNM is held to <200 lbs/MWh on average by 2032 in this discussion draft or 4 times less emissions on average.

beWellnm Outreach and Education Pricing Scoring Tool - Pre BAFO				
	Lowest Cost Proposal	This Bidder's Cost Proposal	Possible Points	Score*
Albuquerque Hispano Chamber of Commerce (AHCC)	$ 2,989,010.63	$ 2,989,010.63	300	300.0
The Waite Company	$ 2,989,010.63	$ 3,762,750.00	300	238.3
New Mexico Primary Care Associates (NMPCA)	$ 2,989,010.63	$ 3,515,316.00	300	255.1

*Lowest Cost Proposal/This Bidder's Cost proposal x 300 points

beWellnm Outreach and Education Pricing Scoring Tool - Post BAFO				
	Lowest Cost Proposal	This Bidder's Cost Proposal	Possible Points	Score*
Albuquerque Hispano Chamber of Commerce (AHCC)	$ 2,831,523.00	$ 2,831,523.00	300	300.0
The Waite Company	$ 2,831,523.00	$ 3,277,110.00	300	259.2
New Mexico Primary Care Associates (NMPCA)	$ 2,831,523.00	$ 3,162,316.00	300	268.6

beWellnm Outreach and Education Pricing Scoring Tool - Post BAFO - NMPCA Adjusted Scoring*				
	Lowest Cost Proposal	This Bidder's Cost Proposal	Possible Points	Score*
Albuquerque Hispano Chamber of Commerce (AHCC)	$ 2,831,523.00	$ 2,831,523.00	300	300.0
The Waite Company	$ 2,831,523.00	$ 3,277,110.00	300	259.2
New Mexico Primary Care Associates (NMPCA)	$ 2,831,523.00	$ 3,305,316.00	300	257.0

*Note: NMPCA BAFO reduction included $145,000 for the following reason: **"A reduction of $190,000 based on a reduction of outreach and navigator activities of $145,000 based on our ability to strategically locate the "pop-up" centers to achieve cost-savings and increased use of our community asset strategy.**

Additionally, the BAFO instructions stated " Best and Final Offers are intended to speak to pricing only and should cover exactly the same services outlined in the proposal you submitted.

NMPCA states they were reducing outreach and navigator activities, which constitutes a material change from their RFP response; therefore, this part of the BAFO pricing reduction was rejected.

NMPCA BAFO	$ 3,160,316.00
Add-back for material change to scope	$ 145,000.00
Revised BAFO bid	$ 3,305,316.00

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
All Elements must be met for a passing score			
Please provide: 1. Summary of your firm 2. Locations of offices 3. Year formed 4. # employees 5. Ownership structure	None	Bidder must provide all of this information.	P/F
Please describe: 1. the financial condition of your firm, parent, or affiliate 2. Include your most recent financial statement audit report 3. Within the past three years, have there been any changes in ownership or restructuring? 4. If anticipated, describe any future, significant changes in your firm.	None	Bidder must provide all of this information.	P/F
Within the past five years, has your organization or an officer or principal been involved with any business litigation or other legal proceedings relating to your consulting activities? Please provide details with respect to the current status or disposition.	None	Bidder must provide all of this information.	P/F

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Please provide: 1. List of personnel, including subcontractors as applicable, who will work on the project a. detailing their education b. training c. years with the firm d. work experience e. the anticipated amount and/or portion of time each individual will devote to this project 2. Resumes should be submitted for Key Personnel and any other personnel the Bidder deems relevant, including subcontractors. 3.Resumes may be attached as an appendix.	None	Bidder must provide all of this information.	P/F
References			
All References Must be Submitted			
1. customer contact name 2. company 3. physical address 4. telephone number 5. email address 6. length of contract 7. length of time that the account has been a reference	2.5 per reference	This is information we requested in the RFP	See scoring below related to the elements to the left.
If no references are contacted.	2.5 per reference	If no references are contacted, then scoring will be based upon the submission requirements in the RFP listed to the left	1. If the bidder listed all information, then 2.5 point per reference. 2. If some information is missing then 1 point per reference. 3. If a reference is missing altogether then 0 points per missing reference.

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
If references are contacted.	2.5 per reference	If references are contacted, then scoring will factor in the references' responses.	Deductions from the 2.5 points per reference: 1. If reference fails to respond, deduct 1 point. 2. If the information is missing required elements, deduct 1 point. 3. If the reference says deliverables were late, deduct 1.5 points. 4. If the reference says that work product was deficient, deduct 2 points. 5. if the reference says they would NOT contract with the bidder again, deduct 2.5 points.
Services Overview and Description			
Outreach and education			
SHOP awareness campaign to business communities	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope 4. Does the bidder demonstrate knowledge of New Mexico's business communities and organziations?	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points
Direct-to-consumer events and event promotion	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Increased outreach to agents and brokers	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points
Direct mail and auto-dial outreach, paid information booths, community sponsorships	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope 4. Does the bidder identify specific community sponsorships?	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points
Person-to-person outreach at Native American community meetings, other community meetings, health-related fairs, Chambers of Commerce, and other business events	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope 4. Does the bidder have relationships with the organizations listed?	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Coordination with community partner organizations	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope 4. Does the bidder identify specific community partner organizations?	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points
Contracting with at least two Navigator organizations	54	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 54 points
Periodic reporting as requested in an agreed upon format	53	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 13 points Partially addresses the requirement - 26 points Fully addesses the requirement, but lacks innovation or differentiators - 39 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 53 points
Marketing, Advertising, Media and Website Management			

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Website management including site administration, hosting, overall infrastructure, licensing, and all applicable fees	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Website content strategy and development	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Website content management and updates, including but not limited to: ability for website to interface with real-time online chat option (operated by a separate existing contact center)	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Bilingual website content translation and development	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Manage online contact lists for agents, brokers, and Navigators	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Social media strategy consolidation	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Re-use and/or re-purpose existing advertising collateral	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Creative development in support of specific outreach events or outreach to targeted audiences	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Outdoor advertising	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
TV/radio/digital print ads	13	1. Describes approach to the scope of work 2. Identifies who will be executing on the scope 3. Either Prime or subcontractor must have direct experience with the scope	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 3 points Partially addresses the requirement - 7 points Fully addesses the requirement, but lacks innovation or differentiators - 11 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 13 points
Communications and Public Relations			
Media monitoring and reports	9	1. Discusses types of monitoring 2. Discusses sources of information 3. Discusses type of reporting 4. Discusses frequency of reporting	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 2 points Partially addresses the requirement - 4 points Fully addesses the requirement, but lacks innovation or differentiators - 6 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 9 points
Crisis management	9	1. Discusses proactive identification of issues that could create a "crisis" system 2. Discusses mitigation strategies to avoid a crisis 3. Discusses mitigation strategies after a crisis occurs	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 2 points Partially addresses the requirement - 4 points Fully addesses the requirement, but lacks innovation or differentiators - 6 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 9 points

beWellnm Outreach and Eduction RFP Scoring Instructions			
Evaluation Criteria Detail	**Maximum Points**	**Instructions**	**Scoring**
Qualifications and Experience		**P/F**	
Media engagement - preparation of press releases	9	1. Provides sample content of a press release 2. Provides examples of when press releases are recommended 3. Provides organizations that will receive press releases (does beWellnm release them or the organization?)	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 2 points Partially addresses the requirement - 4 points Fully addesses the requirement, but lacks innovation or differentiators - 6 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 9 points
Two statewide media tours with beWellnm leadership	8	1. Provides location of stops on the two statewide media tours 2. Provides examples of content for the tour 3. Providers information on logistics the bidder will be responsible for including scheduling, travel, etc.	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 2 points Partially addresses the requirement - 4 points Fully addesses the requirement, but lacks innovation or differentiators -6 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 8 points
Oral Presentation	**60**		
Oral Presentation	60	1. Identifies the subcontractors and what services they will provide and demonstrates ability to manage the subcontractual relationships 2. Demonstrates strong understanding of the scope of work 3. Understands challenges with the marketplace and a plan to address those challenges 4. Provides confidence with execution 5. Understands financial accountability with the work projects	Doesn't address the requirement at all - 0 points Doesn't address the requirement adequately - 2 points Partially addresses the requirement - 5 points Fully addesses the requirement, but lacks innovation or differentiators -8 points Fully addesses the requirements, but inlcudes innovative approaches and differentiating services - 10 points

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

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November 27, 2017

Dr. J.R. Damron, Chairman
beWellnm
New Mexico Health Insurance Exchange
7601 Jefferson St. NE, Suite 160
Albuquerque, NM 87109

Dear Dr. Damron:

My name is Ernie C'deBaca and I am the President and CEO of the Albuquerque Hispano Chamber of Commerce. We were pleased to submit what we felt was an innovative proposal to support beWellnm.

In fact, during our Board Retreat on Friday, November 17, 2017, we discussed the many goals and objectives of the Chamber, including the RFP that beWellnm initiated and our commitment to support the health and welfare of New Mexico.

So it was with considerable surprise that we received notification on November 18, 2017 that a decision was announced that the beWellnm Board has postponed a decision on the award of a contract pursuant to RFP 2017/001. After such a clear and rigorous RFP process and the communicated desire by beWellnm staff for a new contractor to "hit the ground running," this delay causes us concern.

Hopefully this delay can be resolved in a timely manner so work can get underway. Please let me know if there is anything we can do to help with the process.

Respectfully,

Ernie C'deBaca
President & CEO
Albuquerque Hispano Chamber of Commerce

Synthia Jaramillo
Chief Operating Officer
Albuquerque Hispano Chamber of Commerce

beWellnm, New Mexico's Health Insurance Exchange
Agenda for Special Board of Directors Meeting
Friday, December 15, 2017, 8:30 – 10:00 AM MDT
Poms & Associates
320 Osuna RD NE
Suite B
Albuquerque, NM 87107
Public Dial-In: 888-537-7715
Participant Code: 97655951#

1. Welcome, Roll Call, & Confirmation of Quorum- *Chairman J.R. Damron*
2. **Approval of Agenda-** *Chairman J.R. Damron*
3. Chairman's Remarks- *Chairman J.R. Damron*
4. **Discussion and Possible Action on RFP #2017-001 Outreach & Education**
    a. Presentation by RFP #2017-001 Evaluation Committee – *Jeffery Bustamante*
    b. Report from Ad Hoc Review Committee – *Dr. Martin Hickey*
    c. Discussion and possible action on selection of vendor.
5. **Discussion and Possible Action on Extension of Contract with Navigator Services**
6. **Discussion and Possible Action on Website Services**
7. Public comment (1-2 minutes/participant)
8. **Adjournment**

***The Board anticipates taking action on the agenda items in bold. However, the Board may take action on any item listed on this agenda.**

beWellnm Board Meeting

Friday, December 15, 2017

Poms & Associates

1. Welcome, Roll Call, & Confirmation of Quorum

Chairman J.R. Damron, MD

2. Approval of Agenda

Chairman J.R. Damron, MD

3. Chairman's Remarks

Chairman J.R. Damron, MD

4. Outreach & Education RFP

Outreach & Education RFP

DISCUSSION

- Per Federal statute, beWellnm is required to conduct outreach & education to New Mexicans.
- Pursuant to the beWellnm Procurement Policy, beWellnm executed a competitive bid for Outreach & Education Services.
- Consistent with beWellnm Board feedback, the procurement sought a **prime** vendor who contracted for all services associated with outreach, education, marketing, and media.

EVENT	DATE
REQUEST FOR PROPOSALS Released	Friday, October 6, 2017
Proposals Due	Friday, October 20, 2017
Optional Oral Interviews	Monday October 30, 2017
Winning Bidder Announced & Notified	November 18, 2017 (pending Board approval)

Recommended Finalist:

- **The Waite Company**

Motion: Move that the Board authorize the CEO to enter into contract negotiations with The Waite Company, for a term ending December 31, 2018, in an amount not-to-exceed $3,277,110.*

beWellnm Outreach and Education Scoring Summary				
Evaluation Criteria Summary	**Total Possible**	**Albuquerque Hispano Chamber of Commerce**	**The Waite Company**	**New Mexico Primary Care Association**
Qualifications and Experience	P/F	P	**P**	P
References	50	50	**50**	50
Services Overview and Description	590	303	**511**	363
Outreach and education	425	200	**364**	249
Marketing, Advertising, Media and Website Management	130	82	**116**	87
Communications and Public Relations	35	21	**31**	27
Oral Presentation	60	34	**55**	34
Pricing	300	300	**259**	257
Total Points	**1000**	**687**	**875**	**703**

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

5 & 6 SBE-FP Services

SBE-FP Legal Obligations

- Pursuant to New Mexico's Federal Platform Agreement, the state must, at minimum:
  - Maintain a website
  - Contract with at least two Navigator organizations

- Failure to perform either of these critical functions places the organization at risk of losing our SBE-FP legal designation

Effects of Delayed Procurement

- Original procurement schedule allowed six weeks for contract negotiation and planning for transition from old vendors to new vendors
- Typically new vendors offer planning services pro bono during this period
- Given delayed Board decision re: Outreach RFP, no communication with new vendors has been possible and thus no transition planning has taken place.
- The 4-week procurement delay is estimated to result in a vendor transition delay of 4-6 weeks
- Current contracts for the following critical services expire on 12/31/2017
  - Navigators
  - Website Hosting/Maintenance

Staff Recommendations for Navigator Contracts

- Approach
  - Given there are a number of certified/licensed Navigator organizations around the state (many ready to begin work immediately), staff should issue an RFQ and, consistent with federal rules, select two organizations to serve in this capacity until transition to new vendor is complete.
- Timeline
  - RFQ should be issued immediately
  - New Navigator contracts should begin on 1/1/2018 and expire 2/28/2018
- Funding
  - Total NTE $50,000*
  - Funds shall be paid out of remaining 2017 funds

**Based on average monthly expenditure history; subject to change.

Staff Recommendations for Website Contract

- Approach
  - Given there is only one vendor currently hosting our site, options are greatly limited. Staff recommend extending current vendor contract.
- Timeline
  - Contract should be extended to 2/28/2018
- Funding
  - Total contract NTE should be increased by $175,000**
  - Funds shall be paid out of remaining 2017 funds

**Based on average monthly expenditure history; subject to change.

Motions

- Motion 1 (Navigators)
  - Consistent with Board discussion, move that the Board:
    - increase the 2017 Navigator budget by $50,000 provided Navigator contracts do not extended beyond 2/28/2018.*
- Motion 2 (Website)
  - Consistent with Board discussion, move that the Board:
    - increase the 2017 Website budget by $175,000;
    - increase the total contract Not-to-Exceed for Bluespire by $175,000; and
    - authorize the CEO to enter into contract negotiations with Bluespire for Website services provided that the contract not extend beyond 2/28/2018.*

*Funds shall be paid out of remaining 2017 funds

7. Public Comment

8. Adjournment

BeWellnm New Mexico Health Insurance Exchange
Board Meeting Minutes
Friday, December 15, 2017, 8:30AM-10:30AM
POMS & ASSOCIATES
320 Osuna Rd NE Suite H
Albuquerque, New Mexico 87107

Board Members Present:

- Dr. J.R Damron
- Secretary Brent Earnest- Via Phone
- Ms. Terriane Everhart- Via Phone
- Ms. Teresa Gomez- Via Phone
- Dr. J. Deane Waldman- Via Phone
- Ms. Patsy Romero
- Mr. Kurt Shipley- Via Phone
- Dr. Martin Hickey
- Ms. Lisa Farrell Lujan
- Mr. Dan Foley

Board Members Absent:

- Superintendent John Franchini
- Mr. Jim Heckert
- Mr. David Shaw

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1. **Welcome, Roll Call, & Confirmation of Quorum-** Chairman J.R. Damron

   The Meeting was called to order at 8:33am. Roll call was taken and a quorum was established.

2. **Approval of Agenda-** Chairman J.R. Damron

   Motion: Chairman Damron
   Second: Director Hickey
   The motion passed unanimously.

3. **Chairman's Remarks-** Chairman J.R. Damron

   Chairman Damron welcomed everyone to the meeting and wished everyone a Merry Christmas. Chairman Damron thanked Director Foley for allowing the Board to use his facility for today's Board of Directors Meeting. Chairman Damron noted today is a very busy day for beWellnm staff as today is the last day of Open Enrollment. Chairman Damron thanked staff for all of their hard work during Open Enrollment.

   Chairman Damron noted at the last beWellnm Board of Directors Meeting on November 17th the Board announced the decision to postpone selection for Outreach & Education services RFP # 2017-001. Chairman Damron stated Outreach & Education services are vital and extremely important to beWellnm's mission. Chairman Damron stated the Board needed to be absolutely sure that the procurement process and outcome was valid, fair, and accurate. This action

necessitated Chairman Damron to call for the formation of an independent Ad-Hoc Committee comprised of three board members Director Hickey, Director Heckert and Director Waldman; beWellnm Director of Outreach and Education Maureen Manring was assigned as staff to the committee. The committee's charge was to diligently review the RFP, the RFP process, and the RFP outcomes to ensure a fair and accurate conclusion. Chairman Damron thanked each vendor for participating in the RFP process along with their involvement in activities with beWellnm. Chairman Damron also thanked the vendors for their patience during the past 30 days.

4. Discussion and Possible Action on RFP # 2017 -001 Outreach & Education

Mr. Bustamante stated per Federal statute, beWellnm is required to have outreach & education services for individuals in New Mexico. The Exchange executed a competitive bid for outreach & education services pursuant to the beWellnm procurement policy. Mr. Bustamante noted consistent with feedback from the Board the procurement sought a prime vendor who contracted for all services associated with outreach, education, marketing, and media. Mr. Bustamante noted beWellnm released the request for proposals on Friday October 6th and noted proposals were due on October 20th. Mr. Bustamante noted oral interviews were scheduled on October 30thand that beWellnm initially had planned to get approval from the Board in November. Mr. Bustamante noted the Exchange received a total of three bids and directed Board members to review slide six to see a summary of scores from each vendor.

Director Hickey noted at the request of the Chair himself, Director Waldman, and Director Heckert met to examine the procurement process and RFP to either recommend or not recommend the process was appropriate and the outcome was a fair process and unbiased or without any other inappropriate intervening factors. The Ad-Hoc Committee was able to have Ms. Manring and Anne Winter from HMA engaged in assisting the committee with the review process. The committee met telephonically a couple of times to begin reviewing the process. Subsequent to that they looked at scores, reviewed instructions, and attended a training on scoring. The committee also attended an additional scoring review, looked at the outcome of each process, and reviewed oral presentations as well as scores associated with oral presentations. Director Hickey noted the Ad-Hoc Committee came to a conclusion that the process as well as the final score was achieved appropriately. Director Hickey read a statement from each Ad-Hoc Committee Member in support of the committee's finisings.

Director Hickey read Director Waldman's statement "The decision to award the contract to The Waite Company was accurate and honest and free of biased and should be affirmed by the Board of Directors."

Director Hickey read Director Heckert's statement "The process was thorough and appropriate and would recommend to the Board to accept the recommendation."

Director Hickey read his own statement "After a thorough review with the assistance of Anne Winter and Maureen Manring of beWellnm of the procurement process including all meetings of the outreach procurement committee the training and re training the scoring by all reviewers

DRAFT

of the written proposals and the form of presentations by vendors the Ad-Hoc Review Committee recommends that the process of review and the scoring outcome for the outreach procurement was originally undertaken by the RFP scoring committee be fully accepted by the Board. The Ad-Hoc Committee also concluded no challenge to the outcome would legally merit any further review. "

Dr. Hickey summarized the recommendation of the Ad-Hoc Committee indicating that, though there was some confusion on how to do the scoring the Ad-Hoc Committee's recommendation is to move forward and accept the recommendation here today.

Motion: Chairman Damron moved that the Board authorize the CEO to enter into contract negotiations with The Waite Company, for a term ending December 31, 2018, in an amount-not-to-exceed $3, 277, 110.
Second: Director Foley

Director Everhart stated she would like to recuse herself from voting.

The Motion passed with 8 yeas, 1 nay and 1 recusal.

Dr. Hickey stated in additional the Ad-Hoc Committee came up with recommendations on how procurements might be approached in the future. Dr. Hickey stated it's a draft document but he would like to present to management today.

Director Romero recommends that all Committee's get to review the draft recommendations from the Ad-Hoc Committee.

5. Discussion and Possible Action on Extension of Contract with Navigator Services

Ms. Gardner stated per section 1311 of the Affordable Care Act and pursuant to the New Mexico's federal platform agreement the state must at a minimum maintain a website for consumers to get critical information, shop for plans and enroll in plans the second item is to contract with at least two navigator organizations in the state. Ms. Gardner noted failure to perform either of these critical functions will place the Exchange at risk of losing the Exchange's SBE-FP legal designation. Ms. Gardner stated the Affordable Care Act also states in the event if the state is unwilling or unable to run their own Exchange the Federal government will then take over that Exchange.

Ms. Gardner noted because of the delay in the procurement the Exchange normally allows six weeks for contract negotiation and for transition from old vendors to new vendors. Ms. Gardner noted that, given the delayed Board decision, the Exchange has had no communication with new vendors or transition planning. Ms. Gardner noted the four week procurement delay is estimated to result in a vendor transition delay of four to six weeks. Ms. Gardner noted the current contracts for the following critical services expire on 12/31/17. Ms. Gardner noted there has been a cost associated with this delay of approximately $250,000.

Ms. Gardner discussed the navigator contracts and noted New Mexico has a number of certified/licensed Navigator organizations around the state and noted many are ready to begin work immediately. Ms. Gardner noted staff recommendations are that staff issue a RFQ and select two organizations to serve until transition is completed with new vendor. Ms. Gardner noted the RFQ would be issued immediately after this meeting and noted the new navigator contracts should begin on 01/01/2018 and expire on 02/28/18 with a total NTE $ 50,000. Ms. Gardner noted funds will be paid out of the remaining 2017 funds.

Director Romero asked who the Exchange's current navigator is right now.

Ms. Gardner stated the Exchange currently has a contract with NMPCA.

Director Romero stated she believes when The Waite Company submitted their proposal they proposed that they would be subcontracting with NMPCA for navigator services under The Waite Company's lead. Director Romero stated it appears that it would be a smooth transition and if that is what The Waite Co. proposed and that is what the Board just voted on it makes sense that The Waite Company can pay NMPCA for whatever they need to continue as the Exchange's navigators and not put the Exchange in a situation where we have to pay additional money when the Exchange will be paying $3.2 million to The Waite Company to do so. Director Romero stated it doesn't appear that there would be any disruption. Director Romero stated it unfortunate that the committees haven't been able to vet any of this out prior to the Board Meeting.

Ms. Gardner stated The Waite Company didn't cause the delay the delay was caused because there was an issue with the RFP. Ms. Gardner stated what is being delayed is the beginning of The Waite Company's contract. Ms. Gardner stated the Exchange can't ask The Waite Company to provide that because the Exchange was late not the vendor. Ms. Gardner noted there would be a gap between when the old navigator contract ends and when the new vendor contract begins.

Director Romero asked if the Exchange could just extend the NMPCA contract.

Ms. Gardner stated that could be a possible option and referred to legal counsel Justin Miller.

Mr. Miller stated he believes this could be an option although he doesn't know when the contract started but noted it couldn't be more than five years.

Ms. Gardner stated the Exchange would still have to RFQ one more to be compliant.

Director Romero asked who is are other Navigator?

Ms. Gardner stated she can't find another navigator contract and believes the Exchange hasn't been federally compliant.

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Ms. Gardner addressed Director Everhart's concern regarding the Exchange not vetting this information through the committees and noted she and Mr. Miller addressed this and noted it has been the Exchange's practice to go through the committees first but it is not the Exchange's policy to do that. Ms. Gardner noted the Exchange can go through the committees first and noted staff is ready to have committee meetings over the weekend and have another Board meeting over the weekend or, alternatively, the exchange could wait until the next Board of Directors Meeting on January 19th. Ms. Gardner stated if there were any delays in Navigator or website services past January 1, 2018 the Exchange would need to write a letter to justify what caused this delay and write when the Exchange plans to resume.

Director Hickey noted he will be stepping down as the CEO of New Mexico Health Insurance to become the CEO of True Health New Mexico effective January 1. Director Hickey stated he recommends that the Exchange do nothing to generate any further push back from the Federal government. Director Hickey stated the Exchange would be inviting months of interference and perhaps denial of funds and so forth. Director Hickey implored other board members to please forget the committees and move forward with getting compliant and go out and engage whoever else the Exchange needs. Director Hickey highly encouraged this Board to remember who they are serving.

Director Hickey turned his recommendation into a motion.

Director Hickey moved that the Exchange proceed to continue to engage with NMPCA and management be given authority to engage with another navigator entities and to use $50,000.00 and to comply with all Federal regulations around this activity to save the status of this Exchange for the Exchanges services.

Motion: Director Hickey
Second: Director Foley
Discussion: The Motion passed unanimously.

Director Romero asked Ms. Gardner if the Exchange has only had one navigator this entire time.

Ms. Gardner stated she was only able to find one navigator. Ms. Gardner has looked through the contracts with NMPCA and believes the Exchange has been out of compliance.

Chairman Damron moves that the Board increase the Navigator budget by $ 50,000 provided Navigator contracts do not exceed beyond 02/28/2018.

Second: Director Romero
The Motion Passed unanimously.

6. **Discussion and Possible Action on Website Services**

DRAFT

Ms. Gardner stated as just as the Exchanges Navigators given there is only one vendor currently hosting our site, options are limited. Staff recommend extending current vendor contract. Ms. Gardner stated the Exchange doesn't have a lot of leverage with Bluespire. Ms. Gardner noted the contract will be extended to 02/28/2018 with a total contract NTE by $ 175,000. Ms. Gardner noted funds will be paid out of remaining 2017 funds.

Chairman Damron moved that the board increase the website budget by $175,000 increase the total contract Not-To-Exceed for Bluespire by $175,000 and authorize the CEO to enter into contract negotiations with Bluespire for website services provided that the contract not extend beyond 02/28/2018.

Second: Director Romero

The Motion Passed unanimously.

7. **Public Comment (1/2 minutes/participant)**

No participants for public comment.

8. **Adjournment**

Motion: Chairman Damron
Second: Director Romero
The motion passed unanimously

DRAFT

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

1309 4th Street SW • El Camino Real • Albuquerque, NM 87102 • 505.842.9003 • Fax 505.764.9664
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Ernie C'deBaca
PRESIDENT/CEO

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Ken Sanchez
Eliseo "Cheo" Torres

December 21, 2017

Via email: recordscustodian@nmnix.com

Records Custodian
7601 Jefferson NE, Suite 160
Albuquerque, NM 87109

Re: Request for Records re RFP 2017-001

Dear Records Custodian:

Pursuant to the Inspection of Public Records Act, please provide all documents relating to RFP 2017-001, including, but not limited to the following:

- All materials presented at the December 15, 2017 beWellnm Board meeting;
- The resulting Minutes of the December 15, 2017 Board meeting;
- Any and all correspondence between representatives of beWellnm and all bidders to the RFP, including all submitted proposals; and
- All proposal evaluation training materials and tools created and/or employed between October 6, 2017 through December 15, 2017.

Please let me know when the requested documents are available, and I will arrange to have them picked up from your office.

Thank you for your assistance with this matter. Should you have any questions, please call me at 505-842-9003 or email me at ernie@ahcnm.org.

Sincerely,

Ernie C'deBaca
President & CEO

HISPANO
CHAMBER OF COMMERCE

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www.ahcnm.org

December 22, 2017

Maureen Manring (MManring@nmhix.com)
beWellnm
Procurement Administrator
7601 Jefferson Street NE, #160
Albuquerque, NM 87109

Re: Albuquerque Hispano Chamber of Commerce
Protest of beWellnm Outreach & Education Services RFP 2017-001 Award

Ms. Manring:

This is the Albuquerque Hispano Chamber of Commerce's ("AHCC") protest of beWellnm Outreach and Education Services RFP 2017-001 ("RFP") award which AHCC makes pursuant to Section 2.21 of the RFP. As discussed in further detail below, the AHCC submits this protest based upon concerns regarding transparency and fairness including, but not limited to, specific concerns regarding notice, hearing, the decision-making process, candidate scoring, and communications. The AHCC is also specifically troubled by potential conflicts of interest.

Based on our vast experience over the past five (5) years, specifically in outreach to the low income and minority populations, together with the support of Agenda, Latino Decisions (Gabriel Sanchez) and Research & Polling (Brian Sanderoff), a nationally recognized expert, it is especially shocking to learn that we were nearly 200 points lower than the awardee.

FACTUAL CHRONOLOGY

1. On October 6, 2017, NMHIX issued the RFP, which required proposals by October 20, 2017. *See* Exhibit A.

2. In accordance with the RFP, the AHCC submitted its proposal on October 20, 2017. *See* Exhibit B.

3. In accordance with the RFP, the AHCC team gave an oral presentation on October 30, 2017. *See* Exhibit C.

4. The RFP contained key dates, and did not indicate that a board meeting was scheduled for November 17, 2017. *See* Exhibit A at p. 7.

5. The beWellnm board published an agenda for the November 17, 2017, meeting that did not indicate any discussion concerning the RFP. *See* Exhibit D.

6. The materials for the November 17, 2017, meeting also did not indicate that there was any discussion concerning the RFP. *See* Exhibit E.

7. On November 17, 2017, via email at 2:32 p.m., beWellnm informed AHCC that it postponed a decision on the award of a contract, but did not provide any explanation for the delay. The email also indicated that beWellnm "would notify [applicants] promptly regarding any further developments." *See* Exhibit F.

8. On November 17, 2017, in response to the email, AHCC Chief Operating Officer, Synthia Jaramillo, called Maureen Manring, beWellnm Administrator, and left a voice mail requesting information about the cause of the delay. beWellnm did not return the call.

9. On November 27, 2017, AHCC President, Ernie C'deBaca, sent a letter to Dr. Damron, beWellnm Board Chair, expressing the AHCC's concern over the delay especially considering the RFP stressed the desire for a new contractor to "hit the ground running." beWellnm did not respond to this letter. *See* Exhibit G.

10. On December 5, 2017, Michelle Hernandez, the chair of the AHCC's board of directors, sent a letter to Dr. Damron, via an email sent at 1:12 p.m., asking the cause of the delay and if any protest was filed. *See* Exhibit H. Dr. Damron did not respond to the letter.

11. AHCC received an email on December 5, 2017, at 3:28 p.m. from Maureen Manring stating that "[a]lthough not yet certain, our best estimate is that the Board will convene a special meeting on December 15, 2017....We will ***of course*** notify ***all offerors*** and the public of the specific date, time, and location as soon as possible." *See* Exhibit I (emphasis added). No other applicant was included on the email.

12. beWellnm did not provide any direct communication to AHCC regarding the December 15, 2017, special board of directors meeting.

13. The agenda for Friday, December 15, 2017, special board meeting on the beWellnm website did not indicate the reason for the delay. In addition, the agenda did not ***specifically indicate*** that any action would be taken regarding the RFP. *See* Exhibit J.

14. The beWellnm materials for the December 15, 2017, meeting, which presumably the board based its decision, indicates inaccurate scoring and multiple simple arithmetic errors. *See* Exhibit K, p. 6.

15. Section 5, Proposal Evaluation, of the RFP states four (4) criteria for scoring proposals. *See* Exhibit A, at p. 7. However, the materials at the December 15, 2017, special meeting indicate that the award was based on eight (8) criteria. *See* Exhibit K, p. 6.

16. The following additional criteria that were listed as the basis for the scoring for the award: 1) outreach and education; 2) marketing, advertising, media and website management; 3) communication and public relations; and 4) oral presentation. *See* Exhibit K, p. 6.

17. The RFP indicates that the following are the points assigned to each part of the response for evaluation purposes:

Qualification and Experience	Pass/Fail
References	5 points
Services Overview and Description	65 points
Detailed Price Proposal	30 points
TOTAL	**100 points**

See Exhibit A, p. 17.

18. The Evaluation Criteria Summary included in the materials for special meeting on December 15, 2017, indicates the following:

beWellnm Outreach and Education Scoring Summary				
Evaluation Criteria Summary	Total Possible	Albuquerque Hispano Chamber of Commerce	The Waite Company	New Mexico Primary Care Association
Qualifications and Experience	P/F	P	P	P
References	50	50	50	50
Services Overview and Description	590	303	511	363
Outreach and education	425	200	364	249
Marketing, Advertising, Media and Website Management	130	82	116	87
Communications and Public Relations	35	21	31	27
Oral Presentation	60	34	55	34
Pricing	300	300	259	257
Total Points	1000	687	875	703

See Exhibit K, p. 6.

19. The RFP specifically states that the prime contractor must contract with two navigator organizations, one of which is a community and consumer-focused non-profit group. *See* Exhibit A, p. 12.

20. AHCC reasonably believes that the awardee did not meet this requirement.

21. The December 15, 2017, special board meeting materials includes "Effects of Delayed Procurement," but again, does not explain the reasons for the delay in the Board decision, nor does it sufficiently explain the delay in the procurement schedule. *See* Exhibit K, p. 9.

22. Final notification on December 15, 2017, via email at 12:15 p.m., from Maureen Manring to AHCC. *See* Exhibit L.

23. On December 20, 2017, Maureen Manring sent a letter to Michelle Hernandez, indicating that it was in response to Chair Hernandez's December 5, 2015 letter. *See* Exhibit M.

24. On December 20, 2017, the AHCC learned that a personal and professional relationship exists between the author of the RFP and the awardee.

Given the above, understandably, the AHCC is concerned that the delay may have been intentional to create an advantage to the ultimate awardee. During the RFP process, the AHCC heard that the RFP had been written specifically for the awardee. Based on item 24 above, if true, this would call into question the fairness of the entire process. Additionally, the scoring grid in item 18 above calls into question the accuracy of all the information considered, and may suggest that the board made the decision prior to the meeting and without considering all accurate information. Also troubling is the lack of sufficient notice.

AHCC reasonably believes that beWellnm violated multiple policies and procedures including, but not limited to, the following:

- Code of Conduct in Accordance with Governmental Conduct Act, NMSA 1978 §§ 10-16-1 *et seq.*
- Inspection of Public Records Act, NMSA 1978 §§ 14-2-1 *et seq.*
- Open Meetings Act, NMSA 1978 §§ 10-15-1 *et seq.*
- New Mexico Health Insurance Exchange Act, 2013, Chapter 54
- beWellnm's Public Trust: Ethical Principals and Conflicts of Interest
- beWellnm's Competitive Procurement Policy
- beWellnm's Protest or Complaint Clause
- beWellnm's Goals of Communication

As part of our protest, AHCC requested under separate cover all documents relating to the RFP 2017-001, including, but not limited to, the following:

- All materials presented at the December 15, 2017, beWellnm Board meeting
- The resulting Minutes of the December 15, 2017, Board meeting
- Any and all correspondence between representatives of beWellnm and all bidders to the RFP, including all submitted proposals
- All proposal evaluation training materials and tools created and/or employed between October 6, 2017 through December 15, 2017.

The AHCC reserves the right to supplement the grounds for this protest based on the discovery of any additional information. It also requests the opportunity to make an oral presentation of its protest.

I look forward to your response.

Yours sincerely,

Ernie C'deBaca
President & CEO

cc: Synthia Jaramillo
Chief Operating Officer

Michelle A. Hernandez, Esq.,
Chair of the AHCC Board

beWellnm Board

January 5, 2018

Ernie C'deBaca
President & CEO
1309 4th Street SW
Albuquerque, New Mexico 87102

Re: **Request to Inspect Public Records**

Dear Mr. C'deBaca:

On December 21, 2017, we received your request to inspect the following records:

- RFP 2017/001
  - All materials presented at the December 15, 2017 beWellnm Board meeting.
  - The resulting Minutes of the December 15, 2017 Board meeting.
  - Any and all correspondence between representatives of beWellnm and all bidders to the RFP, including all submitted proposals.
  - All proposal evaluation training materials and tools created and/or employed between October 6, 2017 through December 15, 2017.

Records responsive to the first, second, and fourth items are attached to the email accompanying this letter.

Regarding the third item, we understand your request to seek correspondence related to beWellnm RFP 2017-001. We are unable to produce all responsive records at this time because producing the records would disclose the contents of a competing offeror's proposal before the completion of the procurement process. As stated in the RFP, and consistent with NMSA 1978, 13-1-116, beWellnm shall not disclose such records until the negotiation process is complete and a contract with the successful offeror is executed. We will supplement this production with further records as soon as possible.

Sincerely,

Jeffery Bustamante
Records Custodian

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

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Ernie C'deBaca
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John A. Sanchez
Ken Sanchez
Eliseo "Cheo" Torres

January 9, 2018

Maureen Manring (MManring@nmhix.com)
beWellnm
Procurement Administrator
7601 Jefferson Street NE, #160
Albuquerque, NM 87109

Re: Albuquerque Hispano Chamber of Commerce
Protest of beWellnm Outreach & Education Services RFP 2017-001 Award

Ms. Manring:

I am in receipt of your letter of January 4, 2017 emailed to me 5:09 pm. As the leader of the largest chamber of commerce in New Mexico and the largest Hispanic Chamber in the United States, your dismissive response to The Albuquerque Hispano Chamber of Commerce's (AHCC) protest to beWellnm RFP 2017-001 completely disregards our members and community. The AHCC represents over 1,300 members and serves not only the Hispanic communities, but small businesses throughout New Mexico. The complete disregard to the merits of our protest, and our members, is troubling to say the very least. This is especially concerning because your disregard for a fair process is endangering this program putting those most in need of health insurance at risk.

While your letter states, "after consideration" of AHCC's protest, the body of your letter indicates otherwise. In fact, it suggests that there was no consideration of any of the merits of the protest, as you did not address any of them. This pattern of non-responsiveness is typical of the lack of communication we received from beWellnm during the entire RFP process. Your letter also suggests that the decision to move forward was unilateral, and that you did not consult with the beWellnm board at all in your decision to move forward with awarding the contract and disregarding the AHCC protest.

Next, you say that you are moving forward because of a need to protect "substantial interests" of beWellnm. To the contrary, moving forward without giving due and careful consideration of the violations addressed in the AHCC's protest could further jeopardize beWellnm, especially considering the use of public funds. As a government contractor, beWellnm, is a steward of public funds, and therefore must act in the interests of the public; rushing into a contract without an attempt to address the concerns outlined in our protest offends all principles of fairness.

In addition, rushing into a contract is an indication that you have already predetermined the result of the protest, or worse, that you are creating a situation that prejudice may be raised as grounds for not addressing the protest. In other words, one could see that if you delay addressing our protest, and at the same time go forward with the contract, you will argue that you cannot reverse or revisit the process because the contract and the work has already begun.

beWellnm has been inconsistent with the timeline that has been presented. When NMHIX issued the RFP, it required proposals by October 20, 2017, a short two week timeframe. beWellnm, indicated that it wanted to "hit the ground running", suggesting that it would not delay its decision. It also indicated that the criteria in the RFP would be followed, and that the evaluators were sufficiently trained to evaluate the proposals. Yet, on November 17, 2017, beWellnm, announced that it would delay its decision, to "train and retrain" the evaluators. Further, the draft minutes of the December 15 special meeting state that the delay was because of "an issue with the RFP." However, to date, after several requests no one from beWellnm has explained that issue, at least not to us. More troubling is that the minutes also indicate that the exchange, has not been federally compliant. Now, beWellnm is again claiming that this process needs to be rushed, and our protest, being set aside, and not giving the consideration that is due.

Our members, our community, and moreover, New Mexico's taxpayers deserve better, and the AHCC will continue in its efforts to protest this award and will consider all avenues to ensure its members that the AHCC was afforded a fair and open process

Sincerely,

Ernie C'deBaca
President & CEO

cc: Synthia Jaramillo
Chief Operating Officer

Michelle A. Hernandez, Esq.,
Chair of the AHCC Board

beWellnm Board

Baca, Matt <mbaca@nmag.gov>

Documents pertaining to AHCC Protest of beWellnm Outreach and Education Services RFP 2017-001 Award

1 message

Ernie C'DeBaca <Ernie@ahcnm.org> Fri, Jan 12, 2018 at 4:45 PM
To: "mbaca@nmag.gov" <mbaca@nmag.gov>
Cc: "Michelle Hernandez (mhernandez@modrall.com)" <mhernandez@modrall.com>

Matt, nice meeting with you yesterday. As promised I have attached information (including the dropbox link below) that should help you research the concerns we have regarding the recent $3M award of the beWellnm for outreach and education services.

Please let me know what the next steps will be. We appreciate your time and consideration on this concern.

Respectfully,

Ernie

https://www.dropbox.com/s/52b2oiu9ch7ijqn/RFP%202017-001%20Master%20Files.zip?dl=0

Ernie C'deBaca

President & CEO

(505) 379-3946

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Join. Connect. Thrive

Our Why: We contribute to a greater cause

9 attachments

beWellnm EXHIBITS A - M.zip
9000K

IPRA Response 1-5-18.pdf
131K

Files.zip
2244K

Price Scoring PreBAFO.pdf
193K

Ltr to NM Hix Records Custodian].pdf
644K

AHCC_ProtestLetter2017_001.pdf
2797K

Correspondence to Maureen Manring re RFP 2017-001 Award.pdf
1436K

Ltr to Dr. Damron re RFP.pdf
646K

Correspondence to Maureen Manring re IPRA.pdf
1241K

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

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www.ahcnm.org

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January 12, 2018

Maureen Manring (MManring@nmhix.com)
beWellnm
Procurement Administrator
7601 Jefferson Street NE, #160
Albuquerque, NM 87109

Re: Albuquerque Hispano Chamber of Commerce
Protest of beWellnm Outreach & Education Services RFP 2017-001 Award

Dear Ms. Manring,

On January 5, 2018, Jeffery Bustamante, beWellnm's records custodian sent me a letter in response to the Albuquerque Hispano Chamber of Commerce ("AHCC")'s IPRA request concerning the RFP 2017/001. Your response is incomplete for several reasons.

First, I don't understand why you have excluded any items regarding the competing offers as you have indicated in other correspondence that you are moving forward with the contract notwithstanding our protest. In addition, I do not see why you have completely withheld any documents on this ground as you can simply redact the substantive information regarding pricing of competitive bids. While you recently sent a Dropbox with additional information, and we are still reviewing it, it is unclear if you are nonetheless still withholding any records, and if so, on what basis.

Second, your production is incomplete. The request was for all information. Yet, you only produced the draft minutes for the December 15, 2017 meeting, and not the minutes from every meeting that discussed the RFP, including but not limited to the November 17, 2017 board meeting. You did not produce those draft minutes.

You also did not produce the minutes to the ad hoc committee, any documents concerning the scoring of the ad hoc committee, and the determination to change the scoring criteria that was outlined in the RFP. As you know, beWellnm is governed by the Open Meetings Act, and according to beWellnm's own Open Meetings Act Resolution, revised on February 14, 2014, formulation of public policy or the conduct of business shall not be conducted in closed meetings. Further, taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times. Consequently, the minutes of any meeting of the ad hoc committee, or any body that was involved in any way in the RFP, should be produced.

Finally, while you produced "Responses to Questions" of the RFP itself, there is no information of who submitted the questions, when they were received and when a response was provided. There is also no information of whether the board, or anyone discussed these questions. Again, I realize that you recently produced documents in a DropBox, there is no information on why you would have withheld this information initially as there is no indication that it had information regarding the amounts of the competitive bids.

We expect a full production of documents or an explanation on why any records requested have been withheld.

Sincerely,

Ernie C'deBaca
President & CEO

cc: Jeffrey Bustamante, Records Custodian
Michelle Hernandez, AHCC Chair
Synthia Jaramillo, AHCC Chief Operating Officer
beWellnm Board

Baca, Matt <mbaca@nmag.gov>

Elaine Cimino has shared a file with you using Dropbox

1 message

Elaine Cimino <ecimino10@gmail.com> Mon, Jun 11, 2018 at 9:37 AM
To: geolisafranzen@aol.com, James Holden-Rhodes <reconman@swcp.com>, Bill_Woldman@tomudall.senate.gov, chuckandsandyjohnson@comcast.net, haigh44@yahoo.com, dwight@xitechinc.com, studmufn@nmia.com

Hi,

Here's a link to "PHMSA OIG State Pipline Safety Program Audit^5-7-14.pdf" in my Dropbox:

https://www.dropbox.com/s/qp5f33du5n0nk03/PHMSA%20OIG%20State%20Pipline%20Safety%20Program%20Audit%5E5-7-14.pdf?dl=0

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Baca, Matt <mbaca@nmag.gov>

Elaine Cimino has shared a folder with you using Dropbox

1 message

Elaine Cimino <ecimino10@gmail.com> Mon, Jun 11, 2018 at 9:53 AM
To: wgrantham@nmag.gov, mbaca@nmag.gov, ckhoury@nmag.gov

Hi, here are the files on FOIA and various responses perhaps that provide a
Back ground to the legal analysis for Pace Riverkeeper Richard Webster

Here's a link to "PHMSA Trial Exhibits" in my Dropbox:

https://www.dropbox.com/sh/1ye87dr9cvl4b15/AADVWi8YaIb3yfQEj6fhEXOMa?dl=0

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Baca, Matt <mbaca@nmag.gov>

Fwd: paul blanch shared "FERC Trial Exhibits" with you

1 message

Elaine Cimino <ecimino10@gmail.com> Mon, Jun 11, 2018 at 9:04 AM
To: Cholla Khoury <ckhoury@nmag.gov>, Matt Baca <mbaca@nmag.gov>, William Grantham <wgrantham@nmag.gov>

FYI

---------- Forwarded message ---------
From: Paul <pmblanch@comcast.net>
Date: Mon, Jun 11, 2018 at 9:01 AM
Subject: Re: paul blanch shared "FERC Trial Exhibits" with you
To: Elaine Cimino <ecimino10@gmail.com>
CC: Paul Blanch <pmblanch@comcast.net>, Richard Webster <rwebster@riverkeeper.org>, Maggie Coulter <mcoulter@riverkeeper.org>, Prof. David N. Dorfman <ddorfman@law.pace.edu>

Great

All the AG needs to do is request a copy of the confidential report done by Riverkeeper for Paul Blanch discussing PHMSA and FERC's alleged non-compliance with 49 USC 60109 and 49 CFR 192.
See Richard Webster's address above.

Paul

> On Jun 11, 2018, at 10:32 AM, Elaine Cimino <ecimino10@gmail.com> wrote:
>
> Thanks
> I sent the request to the NM office of the AG
> To request the legal analysis
> I will look at this later today
> Thanks
> ELAINE
>
> On Mon, Jun 11, 2018 at 8:30 AM paul blanch (via Dropbox) <no-reply@dropbox.com> wrote:
>
> Hi Elaine,
>
> paul blanch (pmblanch@comcast.net) invited you to edit the

folder "**FERC Trial Exhibits**" on Dropbox.

paul said:
"FERC communication"

Go to folder

Enjoy!
The Dropbox team

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--
Nothing is more perishable than our relationship with the Earth."

"In a time where every living system is declining and the rate of decline is accelerating, we must figure out what it means to be a human on Earth and remain humane in the process."-Elaine Cimino

"Our lives begin to end the day we become silent about things that matter."

-Martin Luther King Jr.

--
Nothing is more perishable than our relationship with the Earth."

"In a time where every living system is declining and the rate of decline is accelerating, we must figure out what it means to be a human on Earth and remain humane in the process."-Elaine Cimino

"Our lives begin to end the day we become silent about things that matter."

-Martin Luther King Jr.

54TH LEGISLATURE - STATE OF NEW MEXICO –FIRST SESSION 2019

DISCUSSION DRAFT 6-27-28

YELLOW HIGHLIGHT = CONSUMER PROTECTION	
BLUE HIGHLIGHT=	PROTECTIONS AND SUPPORT FOR IMPACTED COMMUNITY IN THE EVENT OF CLOSURE OF SJGS OR FOUR CORNERS POWER PLANT
GREEN FONT =	PROPOSED OPT-OUT FOR LARGE USERS. IT ASSUMES THAT CAPPED AND EXEMPT CUSTOMERS SUPPORT THE BILL. (PG 10)

AN ACT

RELATING TO PUBLIC UTILITIES; ENACTING THE ENERGY TRANSITION ACT; AUTHORIZING CERTAIN UTILITIES TO ISSUE BONDS PURSUANT TO A FINANCING ORDER ISSUED BY THE PUBLIC REGULATION COMMISSION; PROVIDING PROCEDURES FOR REHEARING AND JUDICIAL REVIEW; PROVIDING FOR THE TREATMENT OF ENERGY TRANSITION BONDS BY THE COMMISSION; CREATING SECURITY INTERESTS IN CERTAIN PROPERTY; PROVIDING FOR THE PERFECTION OF INTERESTS IN CERTAIN PROPERTY; EXEMPTING ENERGY TRANSITION CHARGES FROM FRANCHISE AND CERTAIN OTHER GOVERNMENT FEES; PROVIDING FOR NONIMPAIRMENT OF ENERGY TRANSITION CHARGES AND BONDS; REQUIRING CERTAIN UTILITIES' TOTAL RETAIL SALES TO BE COMPRISED OF CLEAN ENERGY RESOURCES; PROVIDING FOR CONFLICTS IN LAW; PROVIDING THAT ACTIONS TAKEN PURSUANT TO THE ENERGY TRANSITION ACT SHALL NOT BE INVALIDATED IF THE ACT IS HELD INVALID.

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BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. [NEW MATERIAL] SHORT TITLE. --This act may be cited as the "Energy Transition Act".

SECTION 2. [NEW MATERIAL] DEFINITIONS. --As used in the Energy Transition Act:

A. "commission" means the public regulation commission;

B. "energy transition bond" means a bond or other evidences of indebtedness or ownership that is issued by a qualifying utility or an assignee pursuant to a financing order, the proceeds of which are secured by or payable from energy transition property and that are non-recourse to the qualifying utility;

C. “energy transition charge” means a non-by-passable per kilowatt-hour charge paid by all customers of a qualifying utility for the recovery of energy transition costs and financing costs;

D. "energy transition costs" means the sum of:

1) reasonable and prudent preliminary and continuing costs associated with and required for the issuance of a financing order and subsequent financing, 2) financing costs, 3) up to $30 million in reasonable and prudent costs of decommissioning and mine reclamation associated with an abandoned qualifying generating facility, 4) the undepreciated investment in a qualifying generating facility that is being

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abandoned, as of the date of abandonment[1], and 5) payments required pursuant to Section 4 of the Energy Transition Act[2];

E. “energy transition property” means the rights and interests of a qualifying utility or an assignee under a financing order for full payment and recovery of all energy transition costs identified in the financing order, including all revenues or other proceeds arising from those rights and interests;

F. "energy transition revenues" means all revenues collected by a qualifying utility through an energy transition charge;

G. "financing cost" means the reasonable and prudent costs incurred by the qualifying utility or an assignee to issue and administer energy transition bonds, plus commission expenses not to exceed three-hundred-thousand dollars incurred for expert advisors, counsel and consulting services in connection with an application for a financing order;

H. "financing order" means an order of the commission that authorizes the issuance of energy transition bonds, authorizes the energy transition charge, and creates energy transition property;

I. “lowest cost objective” means that the structuring, marketing and pricing of energy transition bonds results in the lowest energy transition charges consistent with prevailing market conditions on or about the time of pricing of energy transition bonds and the structure and terms of energy transition bonds approved pursuant to the financing order;

[1] *Calculated to be approximately $320M*

[2] *Amount proposed last year was approximately 5% of the bonding for SJGS (calculated to be approximately $19M).*

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J. "non-bypassable" means that the payment of an energy transition charge may not be avoided by an electric service customer located within a utility service area;

K. “clean energy resources” means wind, solar and geothermal energy with renewable energy certificates that are retired by the qualifying utility;

L. “qualifying generating facility” means a coal fired generating facility, which may be composed of multiple generating units, that:

(1) has been granted a certificate of public convenience and for which abandonment authority is granted after December 31, 2018;

(2) is owned or leased, in whole or in part, by a qualifying utility; and

(3) if operated by a qualifying utility prior to the effective date of the Energy Transition Act, is to be abandoned prior to January 1, 2023;

M. "qualifying utility" means a public utility pursuant to Paragraph (1) of Subsection G of Section 62-3-3 NMSA 1978 that owns or leases all or a portion of a qualifying generating facility and its successor or assignees;

N. “replacement resources” means up to four hundred fifty megawatts of needed nameplate capacity identified by the qualifying utility as replacement for a qualifying generating facility, and may include energy storage capacity;

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O. "traditional utility financing" means a return on investment at the qualifying utility's weighted average cost of capital;

SECTION 3. [NEW MATERIAL] LOCATION OF RESOURCE DEVELOPMENT AFTER ABANDONMENT. --

A. A qualifying utility shall, no later than one-year after approval of abandonment of a qualifying generating facility in New Mexico, apply for commission approval for competitively procured replacement resources that are located in the school district where the abandoned qualifying generating facility is located.

B. Replacement power resources must either be subject to local property taxes or a binding commitment to make an equivalent payment in lieu of taxes.

C. In determining whether to approve replacement resources, the commission shall prefer resources with the least environmental impacts, with higher ratios of capital costs to fuel costs, and those able to reduce the cost of reclamation and use for lands previously mined within the county of the qualifying facility.

D. The commission shall grant certificates of public convenience and necessity for replacement resources, except that the commission may determine that the particular resource proposed by the qualifying utility should not be approved and that, instead, an alternative replacement resource that meets the conditions of Subsection A of this section should be approved. The commission shall

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not disallow recovery of reasonable costs necessary to comply with the locational directives provided in Subsection A of this section.

E. In considering responses to requests for proposals for replacement power resources pursuant to this section, a qualifying utility shall inform prospective contractors and subcontractors that [TBD: *New Mexico worker preference inserted here looking at other state models for language*] and shall take that use into consideration in evaluating proposals.

SECTION 4. [NEW MATERIAL] LOCAL ECONOMIC TRANSITION FUND.

Upon the closure and abandonment of a qualifying generating facility located in New Mexico, the qualifying utility shall transfer [x] percent of the proceeds of energy transition bonds[3] *to the community. An equivalent amount will be proposed here*] to [ENTITY]. The qualifying utility shall make the required payment to [ENTITY] within ninety days of receipt of the bond proceeds. [ENTITY] shall deposit the amount received into a separate local economic transition fund for the purpose of diversifying the local economy by [TO BE DETERMINED]. Expenditures from the local economic transition fund shall be made after completion of an economic diversification and development plan. All planning meetings and expenditures pursuant to this sub-section shall be subject to the Open Meetings Act, the Inspection of Public Records Act, applicable portions of the Local

[3] *Amount proposed last year was $19M. It is anticipated that this will be calculated to provide the same amount.*

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Economic Development Act and other laws providing for appropriate use of public funds.

SECTION 5. [NEW MATERIAL] LIMITATIONS ON OPERATION OF ABANDONED QUALIFYING GENERATING FACILITIES. --

A. A qualifying utility that has received approval from the commission to abandon qualifying generating facilities that the qualifying utility operates and for which a financing order has been issued, and any subsequent owner or operator of all or any part of those qualifying generating facilities, may only continue to operate those qualifying generating facilities after the abandonment date approved by the commission if the qualifying generating facility emits into the atmosphere less than eight hundred forty-five pounds of carbon dioxide per megawatt-hour after abandonment.

SECTION 6. [NEW MATERIAL] QUALIFYING UTILITY DUTIES.

A. A qualifying utility shall use the proceeds of the issuance of energy transition funds only for purposes related to providing utility service to customers.

B. Energy transition revenues shall be applied solely to the repayment of energy transition bonds.

C. The failure of a qualifying utility to comply with any provision of the Energy Transition Act shall not invalidate, impair or affect a financing order, energy transition property, energy transition charge or energy transition bonds.

D. For a qualifying utility that receives approval of a financing order, at least forty percent by January 1, 2025, and fifty

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percent by January 1. 2030, of the total energy used by the qualifying utility to serve its New Mexico retail customers shall be delivered to the qualifying utility from clean energy resources. Compliance shall be measured in 2026, 2031 and every three years thereafter. All renewable energy certificates associated with clean energy resources shall be retired by the qualifying utility. Renewable energy certificates from individual customers that have renewable energy specifically dedicated to the customer's usage shall not be used to meet the requirements of this section.

E. The qualifying utility shall file with the commission a procurement plan to meet the requirements of Subsection D of this section at the lowest reasonable cost by no later than July 1, 2023. Qualifying clean energy resources acquired pursuant to Subsection D of this section shall be identified and selected through a competitive bidding process. The qualifying utility shall demonstrate that the projects selected are reasonably priced with reference to publicly available comparable renewable energy project costs. Requests for proposals shall be issued periodically, but no less frequently than every three years prior to January 1, 2031.

F. If the commission finds that, in any given year, the costs at the generator of energy from clean energy resources to be used for compliance with Subsection D of this section would exceed six cents ($.06) per kilowatt-hour, adjusted for inflation after 2022, on a levelized cost basis, the qualifying utility shall not be required to incur the excess cost associated with that incremental generation or procurement.

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G. A qualifying utility that procures or generates electricity from qualifying clean energy resources pursuant to Subsection D of this section shall recover the costs of complying with that requirement through the qualifying utility's fuel and purchased power cost adjustment clause, or another appropriate rate adjustment mechanism.

H. A retail customer of a qualified utility that is provided a renewable energy cost limit or exemption under NMSA Sections 62-16-4 A (2) or (3) may, by submitting written notice to the qualifying utility and the commission on or before January 1, 2020, irrevocably opt out of the clean energy procurement requirements of subsection D. In establishing rates, the commission shall assign fuel costs reflecting that the electricity served to opt-out customers does not include clean energy resources procured pursuant to subsection D, and shall assign fuel costs to all other retail customers reflecting that the entirety of the clean energy resources are used to serve those other customers. This subsection shall not reduce the total amount of qualifying clean energy resources required by subsection D of this section.

I. For a qualifying utility that receives approval of a financing order and issues energy transition bonds, electric energy production or procurement to serve its retail customers shall not emit, on average, more than four-hundred (400) pounds of carbon-dioxide per megawatt-hour by January 1, 2023, and not more than two-hundred (200) pounds of carbon-dioxide per megawatt-hour by January 1, 2032 and thereafter. Compliance shall be measured and verified every

three years beginning with the period commencing on January 1,2023. The commission shall adopt rules to implement the requirements of this subsection.

J. A qualifying utility that abandons a qualifying generating facility and is authorized to issue energy transition bonds shall be relieved of any specific renewable energy procurement requirements, ordered by the commission prior to the effective date of the Energy Transition Act, that were contingent on continued operation of that qualifying generating facility.

SECTION 7. [NEW MATERIAL] FINANCING ORDER—APPLICATION CONTENTS – TEMPORARY PROVISION – PENDING APPLICATIONS.

A. A qualifying utility may apply to the commission for a financing order pursuant to this section to recover some or all of its energy transition costs. To obtain a financing order, a qualifying utility shall obtain approval to abandon a qualifying generating facility pursuant to Section 62-9-5 NMSA 1978. The application for the financing order may be filed as part of the application for approval to abandon a qualifying generating facility. The application may also include a request for the issuance of certificates of public convenience and necessity pursuant to Section 62-9-1 NMSA 1978 for new facilities necessitated by the proposed abandonment of qualifying generating facilities. The qualifying utility, or the commission, may defer an application for certificates of public convenience and necessity to a separate proceeding provided that the application

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identifies adequate potential new resources sufficient to provide reasonable and proper service to retail customers.

B. If an application for approval to abandon a qualifying generating facility is pending before the commission on the effective date of this Act, the qualifying utility may file a separate application for a financing order and the commission shall join or consolidate the application for a financing order with the pending proceeding involving abandonment of the qualifying generating facility. On such joinder or consolidation, the time periods prescribed by the Energy Transition Act shall become applicable to the joined or consolidated case as of the date of the joinder or consolidation.

SECTION 8. [NEW MATERIAL] FINANCING ORDER—ISSUANCE—TERMS OF BONDS—NON-UTILITY AFFILIATE REQUIREMENTS—REPORTS TO COMMISSION. --

A. The commission shall issue an order granting or denying the application for the financing order, and an order on an accompanying application of the qualifying utility for approval to abandon the qualifying generating facility, within six months from the date the application for the financing order is filed with the commission. For good cause shown, the commission may extend the time for issuing the order for an additional three months.

B. Failure to issue an order within the time prescribed by Subsection A of this section shall be deemed approval of the application for a financing order, including approval to abandon the qualifying generating facility if abandonment approval was requested

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as part of the application for the financing order pursuant to this subsection.

C. If an application for a financing order is accompanied by a request for issuance of a certificate of public convenience and necessity for replacement power resources, this section provides an alternative time frame to that provided in Subsection C of Section 62-9-1 NMSA 1978 and the time frame specified in this section shall govern, unless the request has been deferred to a separate proceeding pursuant to Section 7 of the Energy Transition Act.

D. The issuance of a financing order shall be the only approval required for the authority granted in the financing order.

E. The commission shall issue a financing order approving the utility's application if the commission finds that the:

(1) applicant is a qualifying utility and that the facility being abandoned is a qualifying generating facility;

(2) proposed issuance of energy transition bonds will result in at least forty percent (40%) cost savings to customers of the qualifying utility on a net present value basis over the projected term of the energy transition bonds compared to the use of traditional utility financing mechanisms for the entirety of energy transition costs; and

(3) approval is expected to satisfy the lowest cost objective.

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F. If the commission determines that the findings specified in Subsection E of this section cannot be made, the commission shall determine what changes in the application would allow the findings to be made and provide the qualifying utility with the opportunity to amend the qualifying utility's application in the manner that allows the commission to make the findings.

G. A financing order may provide that the creation of energy transition property shall be simultaneous with the sale of the energy transition property to an assignee as provided in the application and the pledge of the energy transition property to secure energy transition bonds.

H. A financing order may authorize the qualifying utility to issue more than one series of energy transition bonds for a maximum term of no more than twenty-five years for each series. With such authorization, the qualifying utility shall not subsequently be required to secure a separate financing order prior to each issuance.

I. A financing order may require the qualifying utility to file with the commission a periodic report showing the receipt and disbursement of proceeds of energy transition bonds. A financing order may authorize the commission to review and audit the books and records of the qualifying utility, and an assignee that is a non-utility affiliate and issues energy transition bonds, relating to the receipt and disbursement of proceeds of energy transition bonds. The provisions of this subsection shall not be construed to limit the authority of the commission to investigate the practices of, or to audit the books and records of, the qualifying utility.

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SECTION 9. [NEW MATERIAL] ADJUSTMENT MECHANISM--REPORTS TO COMMISSION--HEARING PROCEDURES. --

(A) If the commission issues a financing order, the commission shall periodically approve the use of the adjustment mechanism approved in the financing order to correct for any over-collection or under-collection of the energy transition charges and to provide for timely payment of scheduled principal of and interest on the energy transition bonds in accordance with the financing order. The qualifying utility shall file at least semiannually, or more frequently as provided in the financing order:

(1) a calculation estimating whether the existing energy transition charge is sufficient to provide for timely payment of scheduled principal of and interest on the energy transition bonds in accordance with the financing order or if either an over-collection or under-collection is projected; and

(2) a calculation showing the adjustment to the energy transition charge to correct for any over- collection or under-collection.

B. The adjustment mechanism shall remain available until the energy transition bonds have been fully paid and recovered and any over-collection is returned to customers.

C. On the same day the qualifying utility files with the commission its calculation of the adjustment to the energy transition charge, the qualifying utility shall cause notice of the filing to be

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given to the parties of record in the case in which the financing order was issued.

D. An adjustment to the energy transition charge filed by the qualifying utility shall be deemed approved without hearing thirty days after filing the adjustment unless:

(1) no later than twenty days from the date the qualifying utility filed the calculation of the adjustment, the staff of the commission or another interested party notifies the commission of a potential error in the adjustment; provided that the notice identifies the error with specificity; and

(2) the commission determines, after due consideration of the notice, that good cause exists to suspend the operation of the adjustment, pending hearing limited to the issue of the error in the adjustment; provided that the suspension shall not exceed sixty days from the date the qualifying utility filed the calculation of the adjustment.

E. If, after hearing, the commission determines that the calculation of the adjustment is in error, the commission shall issue an order that rejects the adjustment and that determines the correct calculation. The qualifying utility shall be authorized to adjust the energy transition charge in accordance with the commission's calculation within five days from issuance of the order. If the commission does not issue an order rejecting the adjustment with a determination of the corrected calculation within sixty days from the date the qualifying utility filed the adjustment, the adjustment to the energy transition charge shall be deemed approved.

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F. No adjustment pursuant to this section, and no proceeding held pursuant to this section, shall affect the irrevocability of the financing order pursuant to Section 10 of the Energy Transition Act.

SECTION 10. [NEW MATERIAL] FINANCING ORDER-- IRREVOCABILITY--AMENDMENTS. --

A. A financing order is irrevocable and the commission shall not reduce, impair, postpone or terminate the energy transition charges approved in the financing order, the energy transition property or the collection or recovery of energy transition revenues.

B. A financing order may be amended at the request of the qualifying utility to commence a proceeding and issue an amended financing order that provides for refinancing, retiring or refunding all or a portion of an outstanding series of energy transition bonds issued pursuant to the original financing order.

SECTION 11. [NEW MATERIAL] AGGRIEVED PARTIES--REQUEST FOR REHEARING--JUDICIAL REVIEW--PRECEDENCE OVER OTHER CASES.

A. A financing order is a final order of the commission. A party aggrieved by the issuance of a financing order may apply to the commission for a rehearing in accordance with Section 62-10-16 NMSA 1978; provided that such application shall be due no later than ten calendar days after issuance of the financing order. An application for rehearing shall be deemed denied if not acted upon by the

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commission within ten calendar days after the filing of the application.

B. An aggrieved party may file a notice of appeal with the Supreme Court in accordance with Section 62-11-1 NMSA 1978; provided that such notice shall be due no later than ten calendar days after denial of an application for rehearing or, if rehearing is not applied for, no later than ten calendar days after issuance of the financing order. The Supreme Court shall proceed to hear and determine the appeal as expeditiously as practicable.

SECTION 12. [NEW MATERIAL] CONDITIONS THAT KEEP FINANCING ORDERS IN EFFECT AND ENERGY TRANSITION CHARGES IMPOSED. --

A. A financing order shall remain in effect until the energy transition bonds issued pursuant to the financing order have been paid in full.

B. A financing order shall remain in effect and unabated notwithstanding the bankruptcy, reorganization or insolvency of the qualifying utility or any non-utility affiliate or the commencement of any proceeding for bankruptcy or appointment of a receiver.

C. If energy transition bonds issued pursuant to a financing order are outstanding and the related energy transition costs have not been paid in full, the energy transition charges authorized by the financing order shall be collected by the qualifying utility or its successors or assignees, or a collection agent, in full through a non-bypassable charge that is a separate line item on

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customer bills and not a part of the qualifying utility's base rates. The charge shall be paid by all customers:

(1) receiving transmission, distribution or any other service from the qualifying utility under commission-approved rate schedules or special contracts; and

(2) who acquire electricity from an alternative or subsequent electricity supplier in the utility service area, to the extent that such acquisition is permitted by New Mexico law.

SECTION 13. [NEW MATERIAL] COMMISSION TREATMENT OF ENERGY TRANSITION BONDS. --

A. If the commission issues a financing order, the commission shall not treat:

1) energy transition bonds issued pursuant to the financing order as debt of the qualifying utility;

2) the energy transition charges paid under the financing order as revenue of the qualifying utility; or

3) the energy transition costs to be financed by energy transition bonds as costs of the qualifying utility.

B. Reasonable actions taken by a qualifying utility to comply with the financing order shall be deemed to be just and reasonable for ratemaking purposes. Nothing in the Energy Transition Act shall:

(1) prevent or preclude the commission from investigating the compliance of a qualifying utility with the terms

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and conditions of a financing order and requiring compliance therewith; or

(2) prevent or preclude the commission from imposing regulatory sanctions against a qualifying utility for failure to comply with the terms and conditions of a financing order or the requirements of the Energy Transition Act.

C. The commission shall not order or require a qualifying utility to issue energy transition bonds to finance any costs associated with abandonment of a qualifying generating facility. A utility's decision not to issue energy transition bonds shall not be a basis for the commission to refuse to allow a qualifying utility to recover energy transition costs in an otherwise permissible fashion, or as a basis to refuse or condition authorization to issue securities pursuant to Sections 62-6-6 and 62-6-7 NMSA 1978.

SECTION 14. [NEW MATERIAL] ENERGY TRANSITION PROPERTY--ENERGY TRANSITION REVENUES. --

A. Energy transition property that is created in a financing order shall constitute an existing, present property right, notwithstanding that the imposition and collection of energy transition charges depend on the qualifying utility continuing to provide electric energy or service, and on the level of future energy consumption. Energy transition property shall exist whether or not the energy transition revenues have been billed, have accrued or have been collected, and notwithstanding that the value or amount of the energy

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transition property is dependent on the future provision of electric energy or service to customers by the qualifying utility.

B. All energy transition property created in a financing order shall continue to exist until the energy transition bonds issued pursuant to a financing order are paid in full.

C. All or any portion of energy transition property created in a financing order may be transferred, sold, conveyed or assigned to a non-utility affiliate that is:

(1) wholly owned, directly or indirectly, by the qualifying utility; and

(2) created for the limited purposes of acquiring, owning or administering energy transition property or issuing energy transition bonds under the financing order.

D. All or any portion of energy transition property may be pledged to secure the payment of energy transition bonds.

E. The formation by a qualifying utility of a non-utility affiliate for the limited purpose of acquiring, owning or administering energy transition property or issuing energy transition bonds pursuant to a financing order, and any transfer, sale, conveyance or assignment of energy transition property by a qualifying utility to a non-utility affiliate, to the extent previously authorized in a financing order, does not require any further approval of the commission.

F. If a qualifying utility defaults on any required payment of energy transition bonds, a court with jurisdiction in the matter, on application by an interested party and without limiting any other

DISCUSSION DRAFT

remedies available to the applying party, shall order the sequestration and payment of the energy transition revenues for the benefit of bondholders or their assignee. The order shall remain in full force and effect notwithstanding any bankruptcy, reorganization or other insolvency or receivership proceedings with respect to the qualifying utility or any non-utility affiliate.

G. Energy transition property, energy transition revenues and the interests of an assignee or bondholder in energy transition property and energy transition revenues are not subject to set-off, counterclaim, surcharge or defense by the qualifying utility or any other person or in connection with the bankruptcy, reorganization or other insolvency or receivership proceeding of the qualifying utility, any non-utility affiliate or any other entity.

H. Any successor to a qualifying utility shall be bound by the requirements of the Energy Transition Act and shall perform and satisfy all obligations of, and have the same rights under a financing order as, the qualifying utility under the financing order in the same manner and to the same extent as the qualifying utility, including the obligation to collect and pay energy transition revenues to persons entitled to receive the revenues.

SECTION 15. [NEW MATERIAL] SECURITY INTERESTS--APPLICABILITY OF OTHER ACTS--CREATION OF SECURITY INTEREST--ATTACHMENT ON FILING WITH SECRETARY OF STATE--PRIORITY OVER OTHER LIENS. --

A. Except as otherwise provided in this section, the creation, perfection and enforcement of a security interest in energy

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transition property to secure the repayment of the principal of and interest on energy transition bonds are governed by this section. This section shall be deemed to supersede the provisions of the Uniform Commercial Code and Chapter 62, Article 13 of the Public Utility Act to the extent those provisions are inconsistent with this section.

B. The description or reference to energy transition property in a transfer or security agreement and a financing statement is sufficient only if the description or reference refers to the Energy Transition Act and the financing order creating the energy transition property. This section applies to all purported transfers of, grants of liens on, or security interests in, energy transition property.

C. A security interest in energy transition property is created, valid and binding at the latest of when:

(1) the financing order is issued;

(2) a security agreement is executed and delivered; or

(3) value is received for the energy transition bonds.

D. The security interest attaches without any physical delivery of collateral or other act, and the lien of the security interest shall be valid, binding and perfected against all parties having claims of any kind against the person granting the security interest, regardless of whether such parties have notice of the lien, on the filing of a financing statement with the secretary of state. The secretary of state shall maintain the financing statement in the

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same manner and in the same recordkeeping system maintained for financing statements filed pursuant to, and governed by, Uniform Commercial Code-Secured Transactions; provided that financing statements filed pursuant to this section shall be effective until a termination statement is filed.

E. A security interest in energy transition property is a continuously perfected security interest and has priority over any other lien that may subsequently attach to the energy transition property unless the holder of the security interest has agreed in writing otherwise.

F. The priority of a security interest in energy transition property is not affected by the commingling of energy transition revenues with other funds. Any pledgee or secured party shall have a perfected security interest in the amount of all energy transition revenues that are deposited in any account of the qualifying utility and any other security interest that may apply to those funds shall be terminated when they are transferred to a segregated account for the assignee or a financing party.

G. No order of the commission amending a financing order, and no application of the adjustment mechanism, will affect the validity, perfection or priority of a security interest in or transfer of energy transition property.

SECTION 16. [NEW MATERIAL] SALE OF ENERGY TRANSITION PROPERTY--PERFECTING INTERESTS--ABSOLUTE TRANSFER AND TRUE SALE REQUIREMENTS. –

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A. Any sale, assignment or transfer of energy transition property shall be an absolute transfer and true sale of the seller's right, title and interest in, to and under the energy transition property if the documents governing the transaction expressly state that the transaction is a sale or other absolute transfer. A transfer of an interest in energy transition property shall be created when:

(1) the financing order creating the energy transition property has become effective;

(2) the documents evidencing the transfer of energy transition property have been executed and delivered to the transferee; and

(3) value is received.

B. On the filing of a financing statement with the secretary of state pursuant to the Energy Transition Act, a transfer of an interest in energy transition property shall be perfected against all third persons except creditors holding a prior security interest, ownership interest or assignment in the energy transition property previously perfected in accordance the Energy Transition Act.

C. The characterization of the sale, assignment or transfer as an absolute transfer and true sale and the corresponding characterization of the property interest of the purchaser, shall not be affected or impaired by:

(1) commingling of energy transition revenues with other funds;

(2) the retention by the seller of:

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(a) a partial or residual interest, including an equity interest, in the energy transition property, whether direct or indirect, or whether subordinate or otherwise; or

(b) the right to recover costs associated with taxes or license fees imposed on the collection of energy transition revenues;

(3) any recourse that the purchaser may have against the seller;

(4) any indemnification rights, obligations or repurchase rights made or provided by the seller;

(5) the obligation of the seller to collect energy transition revenues on behalf of an assignee;

(6) the treatment of the sale, assignment or transfer of energy transition property for tax, financial reporting or other purposes;

(7) any subsequent order of the commission amending a financing order pursuant to the Energy Transition Act; or

(8) any use of an adjustment mechanism approved in the financing order.

SECTION 17. [NEW MATERIAL] EXEMPTION FROM FEE ASSESSMENTS. — The imposition, collection and receipt of an energy transition charge shall be exempt from an assessment of a franchise fee imposed by a municipality, county or other political subdivision of the state and inspection and supervision fees assessed pursuant to the Public Utility Act.

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SECTION 18. [NEW MATERIAL] ENERGY TRANSITION BONDS NOT PUBLIC DEBT. – Energy transition bonds issued pursuant to the Energy Transition Act shall not constitute a debt or a pledge of the faith and credit or taxing power of this state or of any county, municipality or any other political subdivision of this state. Bondholders shall have no right to have taxes levied by the legislature or the taxing authority of any county, municipality or other political subdivision of this state for the payment of the principal of or interest on energy transition bonds. The issuance of energy transition bonds does not obligate the state or a political subdivision of the state to levy any tax or make any appropriation for payment of the principal of or interest on the bonds.

SECTION 19. [NEW MATERIAL] ENERGY TRANSITION BONDS AS LEGAL INVESTMENTS. – Energy transition bonds shall be legal investments for all governmental units, permanent funds of the state, finance authorities, financial institutions, insurance companies, fiduciaries and other persons requiring statutory authority regarding legal investments.

SECTION 20. [NEW MATERIAL] STATE PLEDGE NOT TO IMPAIR.--

A. The state pledges that it shall not take or permit any action that impairs the value of energy transition property or, except as allowed pursuant to the Energy Transition Act, reduce, alter or impair energy transition charges that are imposed, collected and

DISCUSSION DRAFT

remitted for the benefit of the bondholders until the entire principal of and interest on energy transition bonds is paid in full.

B. Any person who issues energy transition bonds is permitted to include the pledge specified in Subsection A of this section in the energy transition bonds, ancillary agreements and documentation related to the issuance and marketing of the energy transition bonds.

SECTION 21. [NEW MATERIAL] CHOICE OF LAW. – The laws of the State of New Mexico as set forth in the Energy Transition Act shall govern the validity, enforceability, attachment, perfection, priority and exercise of remedies with respect to a security interest in energy transition property, an energy transition charge or a financing order.

SECTION 22. [NEW MATERIAL] CONFLICTS. – In the event of any conflict between the Energy Transition Act and any other law regarding the attachment, assignment or perfection, or the effect of perfection, or priority of any security interest in or transfer of energy transition property, the Energy Transition Act shall govern to the extent of the conflict.

SECTION 23. [NEW MATERIAL] VALIDITY ON ACTIONS IF ACT HELD INVALID.— Effective on the date that energy transition bonds are first issued under the Energy Transition Act, if any provision of that Act is invalidated, superseded, replaced, repealed or expires for any reason, that occurrence shall not affect the validity of any prior

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action allowed pursuant to that Act that is taken by the commission, a qualifying utility, an assignee or any other person, and any such action shall remain in full force and effect with respect to all energy transition bonds issued or authorized in a financing order.

SECTION 24. APPLICABILITY. -- The provisions of this Act shall not apply to a qualifying utility that makes an initial application for a financing order more than eleven years after the effective date of this Act. This section shall not preclude a qualifying utility for which the commission has issued a financing order from applying to the commission for a subsequent order amending the financing order pursuant to the Energy Transition Act.

DISCUSSION DRAFT

Baca, Matt <mbaca@nmag.gov>

Energy Transition Act Discussion Draft

2 messages

Julia Barnes <jhbnm1@gmail.com> Tue, Aug 7, 2018 at 5:58 PM
To: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

Hello to you all. Thank you all for your interest and expertise on the issues related to, and triggered by, the anticipated closure of the San Juan Generating Station. As we have discussed, we will hold a meeting on **August 20 from 10 -4 in Room 303 at the Roundhouse** to gather input on the discussion draft of the Energy Transition Act. We hope that you can attend. It is possible that this meeting may not take the full time allotted. We will have a phone call-in, but ask you attend in person, if at all possible.

A few things to note:

We will look at 5 areas during the day, in this order (as generally described in the attached memo from Senators Candelaria and Ortiz y Pino):

1. Consumer protections and PRC oversight
2. Transition away from energy produced by coal at SJGS
3. Move towards clean energy
4. Relief for the affected community
5. Other related issues, including status of jobs for PNM workers and possible relief to mine workers

If you want to provide comment, we ask that you provide **proposed revised language**, rather than just list comments, on the draft language. We attach the draft in Word. Please do a separate packet on each type of comment you have,

rather than one longer document with multiple ideas included so we can discuss the ideas in the topic areas above Please bring **40 copies** of your proposed changes, or **sent it to me by 8/16 and I will make copies**. You can take out the highlighted colors if that makes it easier. You can also just copy the pages that are relevant to your comment in making the copies.

While we will see how the meetings goes, we anticipate that this will be the primary opportunity to provide input on the discussion draft. It is possible that there will be a follow up meeting on narrowed drafting issues, since I don't think that we will wordsmith the draft at the meeting on the 20th. I hope to work with Senators Candelaria and Ortiz y Pino to look at the input in mid- September.

I am also available to meet one on one with any group wanting to discuss things in more depth or separately. Thanks. Julia Barnes, policy analyst for the Speaker

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2 attachments

ETA 6-27-18 DRAFT HIGHLIGHTED FOR CONSUMER PROTECTIONS.docx
58K

ETA Overview4.docx
30K

Baca, Matt <mbaca@nmag.gov> Fri, Aug 10, 2018 at 10:57 AM
To: Tania Maestas <tmaestas@nmag.gov>, Cholla Khoury <ckhoury@nmag.gov>

[Quoted text hidden]

--
Matt Baca
Senior Counsel
New Mexico Office of the Attorney General
408 Galisteo Street
Santa Fe, NM 87501
(505) 490-4060

2 attachments

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58K

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30K

Baca, Matt <mbaca@nmag.gov>

RE: Energy Transition Act Discussion Draft - Time Change - 1-5 on August 20

4 messages

Julia Barnes <jhbnm1@gmail.com> Wed, Aug 15, 2018 at 5:13 PM
To: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

We have changed the time for this meeting on **August 20 to 1-5 at the Roundhouse, Room 303.** We hope to see you there in the afternoon. Thanks. Julia

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From: Julia Barnes <jhbnm1@gmail.com>
Sent: Tuesday, August 7, 2018 5:58 PM
To: Baca, Matt <mbaca@nmag.gov>; Bandy, Paul <Paul@paulbandy.org>; Beadles, Cydney <cydney.beadles@state.nm.us>; Blaber, Mona <monablaber@gmail.com>; Braithwaite, Karl <karl@braith.net>; Bullington, J.D. <jd@jdbullington.com>; Candelaria, Jacob <jacob.candelaria@gmail.com>; Cardenas, Theresa <tc@theresacardenas.com>; Chappelle, Germaine <gchappelle.law@gmail.com>; Clahchischilliiage, Sharon <sharon.clahchischill@nmlegis.gov>; Condit, Deborah <deborahtorzacondit@gmail.com>; Deyette, Jeff <JDeyette@ucsusa.org>; Duckett, Nathan <nduckett@fmtn.org>; Eisenfeld, Mike <mike@sanjuancitizens.org>; Fallon, Brittany <brittany.fallon@sierraclub.org>; Feibelman, Camilla <camilla.feibelman@sierraclub.org>; Gould, Peter <pgouldlaw@gmail.com>; Grant, Sonia <sonia@sanjuancitizens.org>; Hall, Cynthia <cynthia.hall@state.nm.us>; Hickey, Lisa <LisaHickey@newlawgroup.com>; Jaramillo, David <david@djnmlaw.com>; Jaramillo, Matthew <Matthew.Jaramillo@pnmresources.com>; Lee, Eli <eliilyonglee@gmail.com>; Leger, Teresa <teresa@legerlawandstrategy.com>; Long, Noah <nlong@nrdc.org>; Maria Najera <maria.najera@westernresources.org>; Michel, Steve <smichel@westernresources.org>; Montoya, Rod <Roddmontoya@gmail.com>; Moore, Sanders <sanders@environmentnewmexico.org>; Neville, Steven <Steven.neville@nmlegis.gov>; Ortiz y Pino, Jerry <jortizyp@msn.com>; Pierce, Zach <zach.pierce@sierraclub.org>; Propst, Sarah Cottrell <propst@interwest.org>; Sharer, Bill <bill@williamsharer.com>; Shelton, Ben <ben@cvnm.org>; Singer <singer@westernlaw.org>; Small, Nathan <nathanpsmall36@gmail.com>; Szczepanski, Reena > <Reena.Szczepanski@nmlegis.gov>; Valencia, DeAnza <dvalencia@aarp.org>; Varela, Eugene <evarela@aarp.org>; Wechsler, Sandra <sandrawechsler@gmail.com>; Wirth, Peter <peter.wirth@nmlegis.gov>;

Yamada, Sayuri <Sayuri.Yamada@pnmresources.com>; Yar, Joseph <jyar@nmag.gov>
Subject: Energy Transition Act Discussion Draft

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Peter Gould <pgouldlaw@gmail.com> Fri, Aug 17, 2018 at 10:16 AM
To: Julia Barnes <jhbnm1@gmail.com>
Cc: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

Julia:

Thanks again for your invitation to this meeting to discuss this important legislation. I am still in the process of consulting with the NMIEC members to ensure that all of the members are all in accord in our approach to these issues. This process is ongoing and I am not yet authorized to state a NMIEC position or make any proposals with respect to this legislation. For these reasons, I have to decline your invitation to participate in this meeting. Again, thank you for considering our views. We will be participating in the process as it moves forward.

Peter Gould
NMIEC General Counsel
[Quoted text hidden]
--
Peter J. Gould
Attorney at Law
PO Box 34127
Santa Fe, NM 87594
tel 505.988.4804
cell 505.690.2966
fax 505.988.5802

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Transactions Act or any other statute governing electronic transactions.

Jeff Deyette <JDeyette@ucsusa.org> Mon, Aug 20, 2018 at 9:51 AM
To: Julia Barnes <jhbnm1@gmail.com>, "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>, Julie McNamara <JMcNamara@ucsusa.org>

Hello Julia –

Could you please send around the call-in information for the meeting today?

Thank you – Jeff Deyette

Jeff Deyette

Director of State Policy and Analysis

Climate and Energy Program

Union of Concerned Scientists

jdeyette@ucsusa.org

617.301.8012

The Union of Concerned Scientists puts rigorous, independent science to work to solve our planet's most pressing

problems. Joining with people across the country, we combine technical analysis and effective advocacy to create innovative, practical solutions for a healthy, safe, and sustainable future.

www.ucsusa.org | Take action with our citizen network or expert network. | Support our work. |

Join the conversation on our blog or follow us on Facebook and Twitter.

From: Julia Barnes <jhbnm1@gmail.com>
Sent: Wednesday, August 15, 2018 7:14 PM
To: 'Baca, Matt' <mbaca@nmag.gov>; 'Bandy, Paul' <Paul@paulbandy.org>; 'Beadles, Cydney' <cydney.beadles@state.nm.us>; 'Blaber, Mona ' <monablaber@gmail.com>; 'Braithwaite, Karl ' <karl@braith.net>; 'Bullington, J.D.' <jd@jdbullington.com>; 'Candelaria, Jacob' <jacob.candelaria@gmail.com>; 'Cardenas, Theresa ' <tc@theresacardenas.com>; 'Chappelle, Germaine' <gchappelle.law@gmail.com>; 'Clahchischilliiage, Sharon' <sharon.clahchischill@nmlegis.gov>; 'Condit, Deborah' <deborahtorzacondit@gmail.com>; Jeff Deyette <JDeyette@ucsusa.org>; 'Duckett, Nathan' <nduckett@fmtn.org>; 'Eisenfeld, Mike' <mike@sanjuancitizens.org>; 'Fallon, Brittany' <brittany.fallon@sierraclub.org>; 'Feibelman, Camilla ' <camilla.feibelman@sierraclub.org>; 'Gould, Peter' <pgouldlaw@gmail.com>; 'Grant, Sonia' <sonia@sanjuancitizens.org>; 'Hall, Cynthia' <cynthia.hall@state.nm.us>; 'Hickey, Lisa' <LisaHickey@newlawgroup.com>; 'Jaramillo, David ' <david@djnmlaw.com>; 'Jaramillo, Matthew' <Matthew.Jaramillo@pnmresources.com>; 'Lee, Eli' <eliilyonglee@gmail.com>; 'Leger, Teresa' <teresa@legerlawandstrategy.com>; 'Long, Noah' <nlong@nrdc.org>; 'Maria Najera' <maria.najera@westernresources.org>; 'Michel, Steve' <smichel@westernresources.org>; 'Montoya, Rod' <Roddmontoya@gmail.com>; 'Moore, Sanders' <sanders@environmentnewmexico.org>; 'Neville, Steven' <Steven.neville@nmlegis.gov>; 'Ortiz y Pino, Jerry' <jortizyp@msn.com>; 'Pierce, Zach' <zach.pierce@sierraclub.org>; 'Propst, Sarah Cottrell ' <propst@interwest.org>; 'Sharer, Bill' <bill@williamsharer.com>; 'Shelton, Ben' <ben@cvnm.org>; 'Singer' <singer@westernlaw.org>; 'Small, Nathan ' <nathanpsmall36@gmail.com>; 'Szczepanski, Reena >' <Reena.Szczepanski@nmlegis.gov>; 'Valencia, DeAnza' <dvalencia@aarp.org>; 'Varela, Eugene' <evarela@aarp.org>; 'Wechsler, Sandra ' <sandrawechsler@gmail.com>; 'Wirth, Peter' <peter.wirth@nmlegis.gov>; 'Yamada, Sayuri' <Sayuri.Yamada@pnmresources.com>; 'Yar, Joseph' <jyar@nmag.gov>
Subject: RE: Energy Transition Act Discussion Draft - Time Change - 1-5 on August 20

[Quoted text hidden]

Julia Barnes <jhbnm1@gmail.com> Mon, Aug 20, 2018 at 9:59 AM
To: Jeff Deyette <JDeyette@ucsusa.org>
Cc: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod"

<Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>, Julie McNamara <JMcNamara@ucsusa.org>

I think we will use Noah's. Noah can you send this out?

Sent from my iPhone

[Quoted text hidden]

Baca, Matt <mbaca@nmag.gov>

Conference call number

3 messages

Julia Barnes <jhbnm1@gmail.com> Mon, Aug 20, 2018 at 11:41 AM
To: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

Does any one have a conference call number we can use today? If so, please reply to all. Thanks. Julia

AVG This email has been checked for viruses by AVG antivirus software.
www.avg.com

Eli Il Yong Lee <eliilyonglee@gmail.com> Mon, Aug 20, 2018 at 11:42 AM
To: Julia Barnes <jhbnm1@gmail.com>
Cc: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve"

<smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

You can use ours: 505-398-1752 (no pin needed)

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Camilla Feibelman <camilla.feibelman@sierraclub.org> Mon, Aug 20, 2018 at 1:46 PM
To: Eli Il Yong Lee <eliilyonglee@gmail.com>
Cc: Julia Barnes <jhbnm1@gmail.com>, "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

I'm sorry that I missed this.

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--

Donate to Hurricane Maria Relief

Camilla Feibelman
Sierra Club: Rio Grande Chapter Director
Office: 505.243.7767 Cell: 505.715.8388
Web * Facebook * Twitter * Join * Donate
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787.688.6214 * PO Box 21552, SJ PR 00907

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Baca, Matt <mbaca@nmag.gov>

Following Up After Meeing In Clovis NM at Plateau

1 message

Thomas Fite <thomas@gofocalshift.com> Tue, Aug 21, 2018 at 1:55 PM
To: Matt Baca <mbaca@nmag.gov>

Hi Matt,

I apologize it took so long to follow up with you. You and I met at the meeting in Clovis New Mexico where Attorney General Balderas spoke to a group of us at Plateau Telecommunications.

I wanted to send you the information regarding the school safety device that was developed by our client. It would be amazing for New Mexico to be one of the first in the Nation to adopt this product into our school systems considering our company developed the branding, marketing, and website. There's even a program called "Shield Our Schools" where SwiftShield is partnering with companies like Jimmy John's to sponsor school systems and pay for these devices, thus avoiding the School having to pay for it.

I wanted to share a couple of links with you and also a document. Please let me know if you have any questions regarding this. I would love to hear your thoughts.

HOW IT WORKS VIDEO:
https://youtu.be/MSglytYlYYs?t=36s

SHIELD OUR SCHOOLS CAMPAIGN VIDEO:
https://www.youtube.com/watch?v=AoIhT7Cb87g&pbjreload=10

SHIELD OUR SCHOOLS PDF DOCUMENT:
https://www.dropbox.com/s/ao1f5zhwdute84y/Official%20SOS%20Info_SCHOOL.pdf?dl=0

FS
FOCALSHIFT

Thomas Elliott Fite
Owner - Director of Marketing
FocalShift Media
575.693.0175
thomas@gofocalshift.com

Baca, Matt <mbaca@nmag.gov>

RE: Energy Transition Act Discussion Draft - Friday deadline

7 messages

Julia Barnes <jhbnm1@gmail.com> Mon, Aug 27, 2018 at 11:15 AM
To: "Baca, Matt" <mbaca@nmag.gov>, "Bandy, Paul" <Paul@paulbandy.org>, "Beadles, Cydney" <cydney.beadles@state.nm.us>, "Blaber, Mona" <monablaber@gmail.com>, "Braithwaite, Karl" <karl@braith.net>, "Bullington, J.D." <jd@jdbullington.com>, "Candelaria, Jacob" <jacob.candelaria@gmail.com>, "Cardenas, Theresa" <tc@theresacardenas.com>, "Chappelle, Germaine" <gchappelle.law@gmail.com>, "Clahchischilliiage, Sharon" <sharon.clahchischill@nmlegis.gov>, "Condit, Deborah" <deborahtorzacondit@gmail.com>, "Deyette, Jeff" <JDeyette@ucsusa.org>, "Duckett, Nathan" <nduckett@fmtn.org>, "Eisenfeld, Mike" <mike@sanjuancitizens.org>, "Fallon, Brittany" <brittany.fallon@sierraclub.org>, "Feibelman, Camilla" <camilla.feibelman@sierraclub.org>, "Gould, Peter" <pgouldlaw@gmail.com>, "Grant, Sonia" <sonia@sanjuancitizens.org>, "Hall, Cynthia" <cynthia.hall@state.nm.us>, "Hickey, Lisa" <LisaHickey@newlawgroup.com>, "Jaramillo, David" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "Lee, Eli" <eliilyonglee@gmail.com>, "Leger, Teresa" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, Maria Najera <maria.najera@westernresources.org>, "Michel, Steve" <smichel@westernresources.org>, "Montoya, Rod" <Roddmontoya@gmail.com>, "Moore, Sanders" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.neville@nmlegis.gov>, "Ortiz y Pino, Jerry" <jortizyp@msn.com>, "Pierce, Zach" <zach.pierce@sierraclub.org>, "Propst, Sarah Cottrell" <propst@interwest.org>, "Sharer, Bill" <bill@williamsharer.com>, "Shelton, Ben" <ben@cvnm.org>, Singer <singer@westernlaw.org>, "Small, Nathan" <nathanpsmall36@gmail.com>, "Szczepanski, Reena >" <Reena.Szczepanski@nmlegis.gov>, "Valencia, DeAnza" <dvalencia@aarp.org>, "Varela, Eugene" <evarela@aarp.org>, "Wechsler, Sandra" <sandrawechsler@gmail.com>, "Wirth, Peter" <peter.wirth@nmlegis.gov>, "Yamada, Sayuri" <Sayuri.Yamada@pnmresources.com>, "Yar, Joseph" <jyar@nmag.gov>

I wanted to follow up on our productive meeting on the 20th. As we have mentioned several times, we are asking that you provide input, preferably with specific language that you believe improves the bill, **by this Friday.**

We anticipate bringing all of the input to the legislative leadership on this bill in mid-September and hopefully will have a revised document soon after that.

We are frequently asked who has been invited to provide, and who has provided, input on this draft. We were very pleased that 30 of you were at this meeting. We have also been meeting with others not at this meeting, so the list is even longer. We very much appreciate all of the ideas. We will report out to the legislative leadership the groups invited and those who provided input.

Thanks again for your time and attention. We hope to get more information from you by Friday. Call if you would like to meet with me to discuss further. Julia Barnes 505 470-7349

From: Julia Barnes <jhbnm1@gmail.com>
Sent: Tuesday, August 7, 2018 5:58 PM
To: Baca, Matt <mbaca@nmag.gov>; Bandy, Paul <Paul@paulbandy.org>; Beadles, Cydney

<cydney.beadles@state.nm.us>; Blaber, Mona <monablaber@gmail.com>; Braithwaite, Karl <karl@braith.net>; Bullington, J.D. <jd@jdbullington.com>; Candelaria, Jacob <jacob.candelaria@gmail.com>; Cardenas, Theresa <tc@theresacardenas.com>; Chappelle, Germaine <gchappelle.law@gmail.com>; Clahchischilliiage, Sharon <sharon.clahchischill@nmlegis.gov>; Condit, Deborah <deborahtorzacondit@gmail.com>; Deyette, Jeff <JDeyette@ucsusa.org>; Duckett, Nathan <nduckett@fmtn.org>; Eisenfeld, Mike <mike@sanjuancitizens.org>; Fallon, Brittany <brittany.fallon@sierraclub.org>; Feibelman, Camilla <camilla.feibelman@sierraclub.org>; Gould, Peter <pgouldlaw@gmail.com>; Grant, Sonia <sonia@sanjuancitizens.org>; Hall, Cynthia <cynthia.hall@state.nm.us>; Hickey, Lisa <LisaHickey@newlawgroup.com>; Jaramillo, David <david@djnmlaw.com>; Jaramillo, Matthew <Matthew.Jaramillo@pnmresources.com>; Lee, Eli <eliilyonglee@gmail.com>; Leger, Teresa <teresa@legerlawandstrategy.com>; Long, Noah <nlong@nrdc.org>; Maria Najera <maria.najera@westernresources.org>; Michel, Steve <smichel@westernresources.org>; Montoya, Rod <Roddmontoya@gmail.com>; Moore, Sanders <sanders@environmentnewmexico.org>; Neville, Steven <Steven.neville@nmlegis.gov>; Ortiz y Pino, Jerry <jortizyp@msn.com>; Pierce, Zach <zach.pierce@sierraclub.org>; Propst, Sarah Cottrell <propst@interwest.org>; Sharer, Bill <bill@williamsharer.com>; Shelton, Ben <ben@cvnm.org>; Singer <singer@westernlaw.org>; Small, Nathan <nathanpsmall36@gmail.com>; Szczepanski, Reena > <Reena.Szczepanski@nmlegis.gov>; Valencia, DeAnza <dvalencia@aarp.org>; Varela, Eugene <evarela@aarp.org>; Wechsler, Sandra <sandrawechsler@gmail.com>; Wirth, Peter <peter.wirth@nmlegis.gov>; Yamada, Sayuri <Sayuri.Yamada@pnmresources.com>; Yar, Joseph <jyar@nmag.gov>
Subject: Energy Transition Act Discussion Draft

Hello to you all. Thank you all for your interest and expertise on the issues related to, and triggered by, the anticipated closure of the San Juan Generating Station. As we have discussed, we will hold a meeting on **August 20 from 10 -4 in Room 303 at the Roundhouse** to gather input on the discussion draft of the Energy Transition Act. We hope that you can attend. It is possible that this meeting may not take the full time allotted. We will have a phone call-in, but ask you attend in person, if at all possible.

A few things to note:

We will look at 5 areas during the day, in this order (as generally described in the attached memo from Senators Candelaria and Ortiz y Pino):

1. Consumer protections and PRC oversight
2. Transition away from energy produced by coal at SJGS
3. Move towards clean energy
4. Relief for the affected community
5. Other related issues, including status of jobs for PNM workers and possible relief to mine workers

If you want to provide comment, we ask that you provide **proposed revised language**, rather than just list comments, on the draft language. We attach the draft in Word. Please do a separate packet on each type of comment you have, rather than one longer document with multiple ideas included so we can discuss the ideas in the topic areas above Please bring **40 copies** of your proposed changes, or **sent it to me by 8/16 and I will make copies**. You can take out the highlighted colors if that makes it easier. You can also just copy the pages that are relevant to your comment in making the copies.

While we will see how the meetings goes, we anticipate that this will be the primary opportunity to provide input on the discussion draft. It is possible that there will be a follow up meeting on narrowed drafting issues, since I don't think

that we will wordsmith the draft at the meeting on the 20th. I hope to work with Senators Candelaria and Ortiz y Pino to look at the input in mid- September.

I am also available to meet one on one with any group wanting to discuss things in more depth or separately. Thanks. Julia Barnes, policy analyst for the Speaker

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This email has been checked for viruses by AVG antivirus software.
www.avg.com

Baca, Matt <mbaca@nmag.gov> Mon, Aug 27, 2018 at 11:17 AM
To: Tania Maestas <tmaestas@nmag.gov>

[Quoted text hidden]

--

Matt Baca
Senior Counsel
New Mexico Office of the Attorney General
408 Galisteo Street
Santa Fe, NM 87501
(505) 490-4060

Rod Montoya <roddmontoya@gmail.com> Mon, Aug 27, 2018 at 12:32 PM
To: Julia Barnes <jhbnm1@gmail.com>
Cc: mbaca@nmag.gov, Paul Bandy <Paul@paulbandy.org>, cydney.beadles@state.nm.us, monablaber@gmail.com, karl@braith.net, jd@jdbullington.com, jacob.candelaria@gmail.com, tc@theresacardenas.com, Germaine Chappelle <gchappelle.law@gmail.com>, "REP.SHARON CLAHCHISCHILL" <sharon.clahchischill@nmlegis.gov>, deborahtorzacondit@gmail.com, JDeyette@ucsusa.org, "Duckett, Nate" <nduckett@fmtn.org>, mike@sanjuancitizens.org, brittany.fallon@sierraclub.org, camilla.feibelman@sierraclub.org, pgouldlaw@gmail.com, sonia@sanjuancitizens.org, cynthia.hall@state.nm.us, LisaHickey@newlawgroup.com, david@djnmlaw.com, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, eliilyonglee@gmail.com, teresa@legerlawandstrategy.com, "Long, Noah" <nlong@nrdc.org>, maria.najera@westernresources.org, smichel@westernresources.org, sanders@environmentnewmexico.org, "Neville, Steven" <Steven.neville@nmlegis.gov>, jortizyp@msn.com, zach.pierce@sierraclub.org, propst@interwest.org, Senator Bill Sharer <bill@williamsharer.com>, ben@cvnm.org, singer@westernlaw.org, nathanpsmall36@gmail.com, "Szczepanski, Reena" <Reena.Szczepanski@nmlegis.gov>, "Valencia-Sapien, DeAnza M" <dvalencia@aarp.org>, evarela@aarp.org, sandrawechsler@gmail.com, peter.wirth@nmlegis.gov, PNM / Sayuri Yamada <Sayuri.Yamada@pnmresources.com>, jyar@nmag.gov

Hello All,

please be sure to note that San Juan County legislators have not contributed to this legislation. San Juan County legislators were placed in the position of offering input after the fact; we therefore, will be offering legislation where our employment, economic and tax concerns are addressed seriously and are not just an afterthought.

Well over 1,000 power plant, mine workers and sub-contractors, as well as San Juan County, Central Consolidated Schools, San Juan College, San Juan Regional Medical Center and the town of Kirtland are all facing dire consequences. This is the primary concern of our legislative contingent, it is not just an afterthought to us.

Rod Montoya - State Rep. HD #1

[Quoted text hidden]

Szczepanski, Reena <Reena.Szczepanski@nmlegis.gov> Wed, Sep 5, 2018 at 5:17 PM
To: Rod Montoya <roddmontoya@gmail.com>, Julia Barnes <jhbnm1@gmail.com>
Cc: "mbaca@nmag.gov" <mbaca@nmag.gov>, Paul Bandy <Paul@paulbandy.org>, "cydney.beadles@state.nm.us" <cydney.beadles@state.nm.us>, "monablaber@gmail.com" <monablaber@gmail.com>, "karl@braith.net" <karl@braith.net>, "jd@jdbullington.com" <jd@jdbullington.com>, "jacob.candelaria@gmail.com" <jacob.candelaria@gmail.com>, "tc@theresacardenas.com" <tc@theresacardenas.com>, Germaine Chappelle <gchappelle.law@gmail.com>, "Clahchischilliage, Sharon" <Sharon.Clahchischill@nmlegis.gov>, "deborahtorzacondit@gmail.com" <deborahtorzacondit@gmail.com>, "JDeyette@ucsusa.org" <JDeyette@ucsusa.org>, "Duckett, Nate" <nduckett@fmtn.org>, "mike@sanjuancitizens.org" <mike@sanjuancitizens.org>, "brittany.fallon@sierraclub.org" <brittany.fallon@sierraclub.org>, "camilla.feibelman@sierraclub.org" <camilla.feibelman@sierraclub.org>, "pgouldlaw@gmail.com" <pgouldlaw@gmail.com>, "sonia@sanjuancitizens.org" <sonia@sanjuancitizens.org>, "cynthia.hall@state.nm.us" <cynthia.hall@state.nm.us>, "LisaHickey@newlawgroup.com" <LisaHickey@newlawgroup.com>, "david@djnmlaw.com" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, Steven Neville <nmsenate@msn.com>, "eliilyonglee@gmail.com" <eliilyonglee@gmail.com>, "teresa@legerlawandstrategy.com" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, "maria.najera@westernresources.org" <maria.najera@westernresources.org>, "smichel@westernresources.org" <smichel@westernresources.org>, "sanders@environmentnewmexico.org" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.Neville@nmlegis.gov>, "jortizyp@msn.com" <jortizyp@msn.com>, "zach.pierce@sierraclub.org" <zach.pierce@sierraclub.org>, "propst@interwest.org" <propst@interwest.org>, William Sharer <bill@williamsharer.com>, "ben@cvnm.org" <ben@cvnm.org>, "singer@westernlaw.org" <singer@westernlaw.org>, "nathanpsmall36@gmail.com" <nathanpsmall36@gmail.com>, "Valencia-Sapien, DeAnza M" <dvalencia@aarp.org>, "evarela@aarp.org" <evarela@aarp.org>, "sandrawechsler@gmail.com" <sandrawechsler@gmail.com>, "Wirth, Peter" <Peter.Wirth@nmlegis.gov>, PNM / Sayuri Yamada <Sayuri.Yamada@pnmresources.com>, "jyar@nmag.gov" <jyar@nmag.gov>

Dear Rep. Montoya,

Please rest assured that the Speaker's office has the concerns of San Juan County and its future as a central focus for our involvement in this legislation. I really regret that you have felt excluded, however, I do want to make sure you know that the legislation that was discussed in July was simply drafted as a vehicle for comments, and no group had indicated support or opposition at that time. The purpose was to provide an initial draft with an assumption of many edits. Before that draft was prepared, a number of meetings were held with leaders in San Juan County, but we've had a rule of thumb not to assume what different stakeholders want in the bill. Now that so many specific plans have been discussed for economic development I hope that can be included.

As discussed in the meeting in August there are clearly numerous edits needed, which is no surprise. I am grateful to all those who are sharing input and I do hope that you will consider sharing your input so that we can truly see if this bill can meet the needs of many. It will be no easy feat, that's for sure.

I appreciate your honesty and have definitely shared your frustration at times, as you know 🙂

Thanks much,

Reena

From: Rod Montoya <roddmontoya@gmail.com>
Date: Monday, August 27, 2018 at 12:32 PM
To: Julia Barnes <jhbnm1@gmail.com>
Cc: "mbaca@nmag.gov" <mbaca@nmag.gov>, Paul Bandy <Paul@paulbandy.org>, "cydney.beadles@state.nm.us" <cydney.beadles@state.nm.us>, "monablaber@gmail.com" <monablaber@gmail.com>, "karl@braith.net" <karl@braith.net>, "jd@jdbullington.com" <jd@jdbullington.com>, "jacob.candelaria@gmail.com" <jacob.candelaria@gmail.com>, "tc@theresacardenas.com" <tc@theresacardenas.com>, Germaine Chappelle <gchappelle.law@gmail.com>, "Clahchischilliage, Sharon" <Sharon.Clahchischill@nmlegis.gov>, "deborahtorzacondit@gmail.com" <deborahtorzacondit@gmail.com>, "JDeyette@ucsusa.org" <JDeyette@ucsusa.org>, "Duckett, Nate" <nduckett@fmtn.org>, "mike@sanjuancitizens.org" <mike@sanjuancitizens.org>, "brittany.fallon@sierraclub.org" <brittany.fallon@sierraclub.org>, "camilla.feibelman@sierraclub.org" <camilla.feibelman@sierraclub.org>, "pgouldlaw@gmail.com" <pgouldlaw@gmail.com>, "sonia@sanjuancitizens.org" <sonia@sanjuancitizens.org>, "cynthia.hall@state.nm.us" <cynthia.hall@state.nm.us>, "LisaHickey@newlawgroup.com" <LisaHickey@newlawgroup.com>, "david@djnmlaw.com" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, "eliilyonglee@gmail.com" <eliilyonglee@gmail.com>, "teresa@legerlawandstrategy.com" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, "maria.najera@westernresources.org" <maria.najera@westernresources.org>, "smichel@westernresources.org" <smichel@westernresources.org>, "sanders@environmentnewmexico.org" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.Neville@nmlegis.gov>, "jortizyp@msn.com" <jortizyp@msn.com>, "zach.pierce@sierraclub.org" <zach.pierce@sierraclub.org>, "propst@interwest.org" <propst@interwest.org>, William Sharer <bill@williamsharer.com>, "ben@cvnm.org" <ben@cvnm.org>, "singer@westernlaw.org" <singer@westernlaw.org>, "nathanpsmall36@gmail.com" <nathanpsmall36@gmail.com>, Reena Szczepanski <Reena.Szczepanski@nmlegis.gov>, "Valencia-Sapien, DeAnza M" <dvalencia@aarp.org>, "evarela@aarp.org" <evarela@aarp.org>, "sandrawechsler@gmail.com" <sandrawechsler@gmail.com>, "Wirth, Peter" <Peter.Wirth@nmlegis.gov>, PNM / Sayuri Yamada <Sayuri.Yamada@pnmresources.com>, "jyar@nmag.gov" <jyar@nmag.gov>
Subject: Re: Energy Transition Act Discussion Draft - Friday deadline

[Quoted text hidden]

Rod Montoya <roddmontoya@gmail.com> Wed, Sep 5, 2018 at 9:47 PM
To: "Szczepanski, Reena" <Reena.Szczepanski@nmlegis.gov>
Cc: Julia Barnes <jhbnm1@gmail.com>, mbaca@nmag.gov, Paul Bandy <Paul@paulbandy.org>, "cydney.beadles@state.nm.us" <cydney.beadles@state.nm.us>, "monablaber@gmail.com" <monablaber@gmail.com>, "karl@braith.net" <karl@braith.net>, "jd@jdbullington.com" <jd@jdbullington.com>, "jacob.candelaria@gmail.com" <jacob.candelaria@gmail.com>, "tc@theresacardenas.com" <tc@theresacardenas.com>, Germaine Chappelle

<gchappelle.law@gmail.com>, "Clahchischilliage, Sharon" <Sharon.Clahchischill@nmlegis.gov>, "deborahtorzacondit@gmail.com" <deborahtorzacondit@gmail.com>, "JDeyette@ucsusa.org" <JDeyette@ucsusa.org>, "Duckett, Nate" <nduckett@fmtn.org>, "mike@sanjuancitizens.org" <mike@sanjuancitizens.org>, "brittany.fallon@sierraclub.org" <brittany.fallon@sierraclub.org>, "camilla.feibelman@sierraclub.org" <camilla.feibelman@sierraclub.org>, "pgouldlaw@gmail.com" <pgouldlaw@gmail.com>, "sonia@sanjuancitizens.org" <sonia@sanjuancitizens.org>, "cynthia.hall@state.nm.us" <cynthia.hall@state.nm.us>, "LisaHickey@newlawgroup.com" <LisaHickey@newlawgroup.com>, "david@djnmlaw.com" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, Steven Neville <nmsenate@msn.com>, "eliilyonglee@gmail.com" <eliilyonglee@gmail.com>, "teresa@legerlawandstrategy.com" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, "maria.najera@westernresources.org" <maria.najera@westernresources.org>, "smichel@westernresources.org" <smichel@westernresources.org>, "sanders@environmentnewmexico.org" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.Neville@nmlegis.gov>, "jortizyp@msn.com" <jortizyp@msn.com>, "zach.pierce@sierraclub.org" <zach.pierce@sierraclub.org>, "propst@interwest.org" <propst@interwest.org>, William Sharer <bill@williamsharer.com>, "ben@cvnm.org" <ben@cvnm.org>, "singer@westernlaw.org" <singer@westernlaw.org>, "nathanpsmall36@gmail.com" <nathanpsmall36@gmail.com>, "Valencia-Sapien, DeAnza M" <dvalencia@aarp.org>, "evarela@aarp.org" <evarela@aarp.org>, "sandrawechsler@gmail.com" <sandrawechsler@gmail.com>, "Wirth, Peter" <Peter.Wirth@nmlegis.gov>, PNM / Sayuri Yamada <Sayuri.Yamada@pnmresources.com>, "jyar@nmag.gov" <jyar@nmag.gov>

Regretfully Reena,

this legislation has become dominated by one specific viewpoint. It is one that The Affected Community does not share. We therefore will not be participating in this legislation.

It's unfortunate that so many self-interest groups are trying to use sympathy for our community to advance their own causes. We are not willing to be used in this manner.

Anyone interested in actually trying to help San Juan County survive dire economic impacts from the proposed closure of San Juan Generating Station and San Juan Coal Mine is welcome to join our effort.

We are not interested in joining activists (and others) opportunistic efforts to advance their own causes.

As a Representative serving this community, I will not be involved in legislation that will harm my constituents, neighbors and friends. It's a shame that I'm being asked to.

Rod Montoya
New Mexico HD 1

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jyar@nmag.gov <jyar@nmag.gov> Wed, Sep 5, 2018 at 10:10 PM
To: mbaca@nmag.gov
Cc: Cholla Khoury <ckhoury@nmag.gov>

FYI

Sent from my iPhone

Begin forwarded message:

From: Rod Montoya <roddmontoya@gmail.com>
Date: September 5, 2018 at 21:47:08 MDT
To: "Szczepanski, Reena" <Reena.Szczepanski@nmlegis.gov>

Cc: Julia Barnes <jhbnm1@gmail.com>, mbaca@nmag.gov, Paul Bandy <Paul@paulbandy.org>, "cydney.beadles@state.nm.us" <cydney.beadles@state.nm.us>, "monablaber@gmail.com" <monablaber@gmail.com>, "karl@braith.net" <karl@braith.net>, "jd@jdbullington.com" <jd@jdbullington.com>, "jacob.candelaria@gmail.com" <jacob.candelaria@gmail.com>, "tc@theresacardenas.com" <tc@theresacardenas.com>, Germaine Chappelle <gchappelle.law@gmail.com>, "Clahchischilliage, Sharon" <Sharon.Clahchischill@nmlegis.gov>, "deborahtorzacondit@gmail.com" <deborahtorzacondit@gmail.com>, "JDeyette@ucsusa.org" <JDeyette@ucsusa.org>, "Duckett, Nate" <nduckett@fmtn.org>, "mike@sanjuancitizens.org" <mike@sanjuancitizens.org>, "brittany.fallon@sierraclub.org" <brittany.fallon@sierraclub.org>, "camilla.feibelman@sierraclub.org" <camilla.feibelman@sierraclub.org>, "pgouldlaw@gmail.com" <pgouldlaw@gmail.com>, "sonia@sanjuancitizens.org" <sonia@sanjuancitizens.org>, "cynthia.hall@state.nm.us" <cynthia.hall@state.nm.us>, "LisaHickey@newlawgroup.com" <LisaHickey@newlawgroup.com>, "david@djnmlaw.com" <david@djnmlaw.com>, "Jaramillo, Matthew" <Matthew.Jaramillo@pnmresources.com>, Steven Neville <nmsenate@msn.com>, "eliilyonglee@gmail.com" <eliilyonglee@gmail.com>, "teresa@legerlawandstrategy.com" <teresa@legerlawandstrategy.com>, "Long, Noah" <nlong@nrdc.org>, "maria.najera@westernresources.org" <maria.najera@westernresources.org>, "smichel@westernresources.org" <smichel@westernresources.org>, "sanders@environmentnewmexico.org" <sanders@environmentnewmexico.org>, "Neville, Steven" <Steven.Neville@nmlegis.gov>, "jortizyp@msn.com" <jortizyp@msn.com>, "zach.pierce@sierraclub.org" <zach.pierce@sierraclub.org>, "propst@interwest.org" <propst@interwest.org>, William Sharer <bill@williamsharer.com>, "ben@cvnm.org" <ben@cvnm.org>, "singer@westernlaw.org" <singer@westernlaw.org>, "nathanpsmall36@gmail.com" <nathanpsmall36@gmail.com>, "Valencia-Sapien, DeAnza M" <dvalencia@aarp.org>, "evarela@aarp.org" <evarela@aarp.org>, "sandrawechsler@gmail.com" <sandrawechsler@gmail.com>, "Wirth, Peter" <Peter.Wirth@nmlegis.gov>, "PNM / Sayuri Yamada" <Sayuri.Yamada@pnmresources.com>, "jyar@nmag.gov" <jyar@nmag.gov>
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Khoury, Cholla <ckhoury@nmag.gov> Thu, Sep 6, 2018 at 7:49 AM
To: Matt Baca <mbaca@nmag.gov>

If you are in ABQ today, perhaps we can chat about this and Sun Zia and the myriad of other things dealing with energy?

Things are pretty full today, I understand but I have an idea of how we might be able to take a role that would be really good for NM.

[Quoted text hidden]

--
Cholla Khoury
Director, Consumer and Environmental Protection Division
New Mexico Attorney General's Office
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(505)490-4052 (office)
(505)231-3483 (cell)

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NEW MEXICO HEALTH INSURANCE EXCHANGE (NMHIX) REQUEST FOR PROPOSAL FOR

HEALTH INSURANCE EXCHANGE

OUTREACH & EDUCATION SERVICES

RFP No. 2017/001

REQUEST FOR PROPOSALS
Issued:
October 6, 2017

Proposals Due:
October 20, 2017

4 P.M. Mountain Time

EXHIBIT A

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1. Background Information

1.1. Background on the New Mexico Health Insurance Exchange

The New Mexico Legislature passed SB 221 and 589 as amended, the "New Mexico Health Insurance Exchange Act," (the "Act") during the 2013 Regular Session, and Governor Susana Martinez signed the Act on March 28, 2013. The New Mexico Health Insurance Exchange (NMHIX) was created as a non-profit public corporation. In March 2015, the NMHIX board decided to discontinue pursuing their own Individual Exchange technology and continue down the path of operating as a State Based Marketplace utilizing the Federal Platform (SBM-FP). NMHIX received acknowledgement from CMS of their updated operating model and is continuing down this path today.

Our mission is to educate and enroll New Mexicans in affordable health insurance coverage through beWellnm. Our vision is to improve the quality of life for New Mexicans, especially when it comes to their health, their access to health care providers, and their financial security. The Exchange is governed by a 13-member board of directors that was appointed in April 2013. The Exchange will initiate its fifth open enrollment period beginning November 1, 2017.

1.2. Purpose of the RFP

The purpose of this request for proposal (RFP) is to contract with a qualified prime contractor that will provide services related to increasing the awareness and understanding of New Mexican individuals and employers about the individual and Small Business Health Options Program (SHOP) markets, respectively. To accomplish this, NMHIX is consolidating its contracts for the following services:

1) Outreach and Education
2) Marketing, Advertising, Media, and Website management
3) Communications and Public Relations

The selected contractor will have the superior approach to the five main goals for this RFP:

- Improved community experience
- Increased direct and creative consumer engagement
- Increased awareness and understanding of the SHOP
- A unified social media strategy
- Increased participation of agents and brokers

beWellnm seeks to contract with a prime contractor that will provide innovative strategies to increase awareness and understanding of our programs. The selected contractor will refocus our priority on face-to-face consumer engagement through creative outreach and education activities that achieve the stated beWellnm goals in a cost-effective, efficient manner.

The prime contractor will need to engage in highly effective performance management and improved, standardized reporting on the results of all outreach and education efforts.

2. Administrative Information

2.1. Procurement Administrator

The Procurement Administrator for this project will be:

Maureen Manring
Director of Outreach and Marketing
New Mexico Health Insurance Exchange
7601 Jefferson NE, Suite 160
Albuquerque, NM 87110
505-314-5223
RFP@nmhix.com
mmanring@nmhix.com
(Please include "Outreach and Education RFP" in the subject of any emails)

Offerors may submit questions to the Procurement Administrator to both email addresses listed above.

2.2. Restriction on Communications

From the issue date of this RFP until the Evaluation Committee announces its preferred Contractor, all communications related to this RFP must be with the Procurement Administrator, and all such communications must be in written form via email to RFP@nmhix.com and mmanring@nmhix.com. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFP. Oral questions will not be accepted. Bidders may be disqualified if they contact any employee or affiliate of beWellnm regarding this RFP.

2.3. Questions, Requests for Clarification, and Suggested Changes

If needed, Bidders are invited to submit written questions and requests for clarifications regarding this RFP. beWellnm may provide written responses to these questions, but is not obligated to do so. If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFP, Bidder shall reference the page and section number. If beWellnm decides to answer a question or adopt a suggestion that modifies this RFP, beWellnm will issue an addendum to this RFP. Bidder questions must be submitted to beWellnm by 5:00 p.m. Mountain Time on Monday, October 9, 2017, and emailed to: RFP@nmhix.com and mmanring@nmhix.com *(Please include "Outreach and Education RFP" in the subject of any emails).*

2.4. Amendment and Withdrawal of this RFP

beWellnm reserves the right to amend or withdraw the RFP at any time and for any reason.

Amendments and or notices of withdrawal will be sent to the list of interested Bidders.

2.5. Amendment and Withdrawal of Proposals

Bidders may amend or withdraw their Proposals at any time before the Proposal deadline listed under "Key Dates." The amendment must be in writing, signed by the Bidder, and received by the time set for the receipt of Proposals. Bidders must notify the Procurement Administrator in writing prior to the deadline for Proposals if they wish to withdraw their Proposals.

2.6. Submission of Proposals

The Procurement Administrator must receive all components of the Proposals by the deadline listed under "Key Dates." It is Bidder's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal.

Key Dates

EVENT	DATE
REQUEST FOR PROPOSALS Released	Friday, October 6, 2017
Questions Due	Monday, October 9, 2017
Answers Published	Thursday, October 12, 2017
Proposals Due	Friday, October 20, 2017
Optional Oral Interviews	Monday October 30, 2017
Semi-Finalists Notified	Friday, November 3, 2017
Best & Final Offers Due	Wednesday, November 8, 2017
Winning Bidder Announced & Notified	November 18, 2017 (pending Board approval)

2.7. Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Bidder.

2.8. No Commitment to Contract

beWellnm reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by beWellnm to award a contract.

2.9. Rejection of Proposals

beWellnm may reject outright and not evaluate any Proposal that does not comply with the terms of this RFP. Any partial responses by a Bidder to any question(s) will be considered non-responsive and may result in rejection of the Proposal.

2.10. Subcontractors

The prime contractor may subcontract provision of services in the scope of work to contractors with specific expertise. However, the prime contractor is solely responsible for fulfillment of the Contract. The prime contractor will include all proposed subcontractors and the roles and responsibilities of each subcontractor in its Proposal. Organizations may subcontract with more than one prime contractor. The prime contractor will remain fully responsible for complying with the duties and obligations under the Contract and will be the point of contact (POC) for beWellnm.

The use of subcontractors by the Contractor will not obligate beWellnm as a party to the subcontract, nor create any right, claim, or interest for any subcontractor against beWellnm, its agents, employees, representatives, or successors. The parties agree that there are no third party beneficiaries, intended or otherwise, to the Contract.

2.11. Reference Checks

beWellnm reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.12. Information from Other Sources

beWellnm reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, Bidder's financial stability, past or pending

litigation, and other publicly available information.

2.13. Proposal Clarification Process

beWellnm reserves the right to contact a Bidder after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, or requests for corrective pages in Bidder's Proposal. beWellnm will not consider information received from or through the Bidder if the information materially alters the content of the Proposal or the type of services the Bidder is offering to beWellnm.

An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.14. Disposition of Proposals

All Proposals become the property of beWellnm and shall not be returned to Bidder.

2.15. Confidentiality

beWellnm shall not disclose the content of any Proposal to another Bidder during the evaluation and negotiation process. Any Proposal submitted that contains information that a Bidder believes should remain confidential (after the execution of a contract with the successful Bidder) must be conspicuously marked by the Bidder on the outside of the Proposal as containing confidential information, and each page upon which confidential information appears must also be conspicuously marked as containing confidential information. beWellnm will endeavor to respect the confidentiality of documents so designated by a Bidder, but may only do so within the scope of applicable public records laws, including but not limited to the New Mexico Inspection of Public Records Act. beWellnm makes no promise to the Bidder with respect to beWellnm's ability to protect the confidentiality of the Proposals.

As between beWellnm and the Bidder, beWellnm will own all right, title, and interest in and to, and all ideas presented in any Proposal, and shall therefore have the right to use any such ideas.

2.16. Release of Claims

By submitting a Proposal, the Bidder agrees that it waives and releases all claims or causes of action against beWellnm based on any misunderstanding concerning the information provided in this RFP or concerning beWellnm's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFP.

2.17. Bidder Interviews

At the sole discretion of beWellnm and/or its Evaluation Committee, some Bidders may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Contractor. This process is intended to allow Bidders to demonstrate their proposed solutions and clarify any elements of their Proposal. Any cost associated with interviews, presentations, and/or demonstrations will be borne solely and entirely by the Bidder. The presentation may occur at beWellnm's offices, via the Internet, or at another location as specified by beWellnm.

2.18. Award Notice and Acceptance Period

A "Notice of Intent to Award" will be sent to the successful Bidder. Negotiation and execution of the Contract shall be completed promptly and by such time as designated by beWellnm. If the successful Bidder fails to negotiate and execute in good faith a final agreement by the designated date, the beWellnm, in its sole discretion, may cancel the award and award the Contract to another Bidder that beWellnm believes meets this RFP's requirements and will provide the best value to beWelllnm. A "Notice of Intent to Award" will be sent to the unsuccessful Bidders once a contract is executed or at such other time as designated by beWellnm.

2.19. No Contract Rights until Execution

No Bidder shall acquire any legal or equitable rights through this RFP or any action or inaction by beWellnm, with the exception of the successful Bidder, who will acquire legal or equitable rights only when the Contract has been fully executed by the successful Bidder and beWellnm.

2.20. Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the United States and of the State of New Mexico, without regard to principles of conflicts of law. Any and all litigation or actions commenced in connection with this RFP shall only be brought in a federal or state court of competent jurisdiction in the State of New Mexico.

2.21. Protests

Any actual or prospective Bidder who believes it is aggrieved in connection with the solicitation or award of a Contract hereunder may protest to the Procurement Administrator of beWellnm. Such a protest shall be submitted in writing within five working days after the aggrieved Bidder knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five working days after the award of the Contract; provided further that no protest based upon the content of the RFP or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.

The RFP Procurement Administrator or a beWellnm designee may settle and resolve a protest concerning the solicitation or award of a contract hereunder. If the protest is not resolved by mutual agreement, the beWellnm Executive Director or a designee shall promptly issue a decision in writing to uphold or deny the protest.

2.22. Conflict of Interest

By submitting a quotation pursuant to this RFP, a Bidder warrants that it presently has no interest and 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. The Bidder certifies that requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed. The Bidder also certifies compliance with all federal provisions related to conflicts of interest, including but not limited to those contained in 45 C.F.R. 92.36, the Affordable Care Act, and the HHS Grants Policy Statement, published January 1, 2007.

3. Scope of Work

3.1. Overview

As the objective of our outreach and education activities is to increase awareness and understanding of the individual and SHOP markets through cost-effective person-to-person engagement, consolidation of our social media strategy, and improvement in our website functionality, priority will be given to projects that propose creative, tested ways of engaging consumers, and efficient project management and outcomes tracking. The prime contractor will be asked to provide support to beWellnm in the following activities under each of the three categories:

Outreach and Education

- SHOP awareness campaign to business communities
- Direct-to-consumer events and event promotion
- Increased outreach to agents and brokers
- Direct mail and auto-dial outreach, paid information booths, community sponsorships
- Person-to-person outreach at Native American community meetings, other community meetings, health-related fairs, Chambers of Commerce, and other business events
- Coordination with community partner organizations
- Contracting with at least two Navigator organizations
- Periodic reporting as requested in an agreed upon format

Marketing and Advertising

- Website management including site administration, hosting, overall infrastructure, licensing, and all applicable fees
- Website content strategy and development
- Website content management and updates, including but not limited to: ability for website to interface with real-time online chat option (operated by a separate existing contact center)
- Bilingual website content translation and development
- Manage online contact lists for agents, brokers, and Navigators
- Social media strategy consolidation
- Re-use and/or re-purpose existing advertising collateral
- Creative development in support of specific outreach events or outreach to targeted audiences
- Outdoor advertising
- TV/radio/digital print ads

Communication and Public Relations

- Media monitoring and reports
- Crisis management
- Media engagement - preparation of press releases
- Two statewide media tours with beWellnm leadership

The prime contractor may subcontract with organizations with specific expertise in one or more of the services in the scope of work. The prime contractor must contract with at least two Navigator organizations, one of which is a community and consumer-focused non-profit group, in accordance with 45 C.F.R. §155.210 (c)(2)(i) - (viii).

The prime contractor will be expected to require Service Level Agreements (SLAs) with all subcontractors that document the specific services each subcontractor will furnish, and define the performance standards each subcontractor is required to meet. All deliverable materials will need to receive prior authorization from beWellnm staff. The prime contractor will be expected to manage all subcontractor activities in a cost-effective, efficient manner, and provide beWellnm with consistent monthly dashboard reporting on all subcontractor and prime outreach and education activities, including outcomes data for each activity. The prime contractor will also be required to provide an annual report that includes data from each subcontractor encompassing all education and outreach activities completed during the year.

3.2. Qualifications

Qualified contractors must have experience fulfilling the role of a strategic developer of outreach and education services, and a cost-effective project manager of multiple subcontractors for a deliverables-based contract, including the use of Service Level Agreements (SLAs) containing specific and measurable definitions of each service and performance standard. As part of the Statement of Work, the selected prime contractor will be required to create a detailed, deliverables-based project plan and a corresponding reporting dashboard to standardize outcomes reporting of all subcontractor activities. The prime contractor will be required to demonstrate that each invoice is directly linked to the project plan before beWellnm will issue payment.

3.3. Contract Terms and Conditions

1. Initial Term

The initial term of this Contract shall begin as soon as possible and will be for a term of one (1) year, with the option of four (4) annual renewal periods, not to exceed a total of five (5) years. The compensation paid under the resulting contract and any amendments thereto shall be determined on an annual basis.

2. Contract

Bidders shall be expected to enter into an agreement with beWellnm largely conforming to the Sample Contract posted with this RFP as Exhibit A.

beWellnm reserves the right to negotiate with any Bidder provisions in addition to those contained in the sample contract. The contents of this RFP, as revised and/or supplemented, and the successful Bidder's proposal will be incorporated into and become part of any resultant contract.

beWellnm discourages exceptions to contract terms and conditions. Exceptions may cause a Proposal to be rejected as nonresponsive when, in the sole judgment of beWellnm (and the evaluation committee), the Proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception, which would require a substantial proposal rewrite to correct as proposed.

Should a Bidder object to any of the terms and conditions in the sample contract strongly enough to propose alternate terms and conditions despite the above, the Bidder must propose specific alternative language. beWellnm may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the beWellnm and will result in disqualification of the Bidder's proposal.

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

4. Form and Content of Proposals

4.1. RFP Deliverables

Each Bidder must provide an electronic copy of the Proposal signed by an authorized member of the Bidder (including all attachments, exhibits, etc.) in Portable Document Format ("PDF").

4.2. Format and Length

Proposals should be submitted with single spaced text in 12-point font with one-inch margins. Proposals should be in .pdf format and sent electronically to both of the following email addresses RFP@nmhix.com , and mmanring@nmhix.com *(Please include "Outreach and Education RFP" in the subject of any emails).* **All proposals must be submitted by 4:00 pm Mountain Time on Friday, October 20, 2017**. All submitted responses will receive an email confirmation when received.

Please keep the Services Overview and Description Section (4.4.3) response limited to fifteen

(15) pages.
Each subsection of the Proposal has a different page limit, noted at the beginning of the subsection. The complete Proposal should be no more than fifteen (15) pages, excluding the cover letter, references, and any attachments.

4.3. Cover Letter

Provide a **one-page** cover letter identifying the main contact person for the Proposal, all subcontractors, and confirming your eligibility as a Bidder to this RFP, including a certification in accordance with Section 2.22 above. In the Cover Letter, the Bidder shall also guarantee in writing that the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Proposals.

4.4. Content of Proposal

1. Qualifications and Experience (4 pages)

Please provide responses to the following inquiries:

1. Please provide a summary of your firm. Include the location of your firm's offices, the year formed, number of employees, and ownership structure.

2. Please describe the financial condition of your firm, parent, or affiliate, and include your most recent audited financial statements, including footnotes. Within the past three years, have there been any changes in ownership or restructuring? If anticipated, describe any future, significant changes in your firm.

3. Within the past five years, has your organization or an officer or principal been involved with any business litigation or other legal proceedings relating to your consulting activities? Please provide details with respect to the current status or disposition.

4. Please provide a list of personnel, including subcontractors as applicable, who will work on the project, detailing their education, training, years with the firm, work experience, and the anticipated amount and/or portion of time each individual will devote to this project. Resumes should be submitted for Key Personnel and any other personnel the Bidder deems relevant, including subcontractors. Resumes may be attached as an appendix.

2. References (1 page)

Provide at least two references to previous similar positions. The reference must include the customer contact name, company, physical address, telephone number, email address, length of

contract, and length of time that the account has been a reference.

3. Services Overview and Description (15 pages)

Address the Scope of Work and describe how your solution will address each element detailed in Section 3.1 Scope of Work Topics. This section of your Proposal should follow the organizational structure and order of the Scope of Work. Bidders must include all items specifically identified in the Scope of Work; and indicate how you or your subcontractors are qualified to provide each requested service. Bidders may submit attachments that demonstrate their ability to meet the scope of work.

Three areas of focus:

1. Outreach and Education (9 pages)
2. Marketing, Advertising, Media and Website Management (4 pages)
3. Communications and Public Relations (2 page)

4. Detailed Price Proposal

As part of your response, please submit a pricing proposal in the same format as the table below, providing a complete all-inclusive price proposal for all tasks and services included in the Scope of Work. The proposal must include all fees and charges for the provision of services. Respondents should provide a detailed breakdown of all fees and costs. At a minimum, respondents should include hourly rates and anticipated hours necessary for performance of the tasks included in the Scope of Work.

As stated above, this will be a deliverables-based contract, and all invoices submitted by the selected contractor must link directly to the detailed project plan, or the invoice(s) will not be paid. Prices for all technical/website services, including but not limited to: hosting, licensing, user agreements, social media consolidation, and upgrades to website functionality must be all-inclusive and will not be paid on an ad hoc individual basis. The price proposal must be inclusive of all taxes. To the extent the goods and services to be provided under the Contract are subject to any excise tax, public service tax, use tax, or any other federal or state tax, the Contractor, and not beWellnm, shall be responsible for and shall pay such tax. No additional payments shall be made to Contractor, or shall be made on Contractor's behalf, related to any tax.

Category	Amount in Dollars
Outreach and Education	
Marketing and Advertising	
Communication and Publications	
Total	

5. Proposal Evaluation

The following are the points assigned to each part of the response for evaluation purposes:

Qualifications and Experience	Pass/Fail
References	5 points
Services Overview and Description	65 points
Detailed Price Proposal	30 points
TOTAL	**100 points**

All Proposals received by the deadline will be evaluated by representatives of beWellnm and potentially outside experts (the "Evaluation Committee"). Proposal materials may become public information following Bidder selection and contract execution.

APPENDIX A: SAMPLE CONTRACT

AGREEMENT BETWEEN
THE
NEW MEXICO HEALTH INSURANCE EXCHANGE
AND
_____.

THIS AGREEMENT, referred to hereinafter as "Agreement," is made and entered into by and between the **New Mexico Health Insurance Exchange**, hereinafter referred to as "NMHIX" or "beWellnm," and _____, hereinafter referred to as the "Contractor," and is effective as of the date when it is executed by NMHIX. This Agreement is the result of NMHIX Procurement # _____.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

A. The Contractor shall perform all services detailed in Exhibit A, Scope of Work, and shall comply with the terms and conditions detailed in Exhibit B, Privacy and Security Standards, both of which are attached to this Agreement and incorporated herein by reference.

B. In addition to any other reporting provisions required by this Agreement or by law, Contractor shall report to the NMHIX monthly, or according to a different schedule as established by the NMHIX, regarding Contractor's performance and fulfillment of its obligations under this Agreement.

2. Deliverables and Consideration

A. NMHIX shall pay to the Contractor in full payment for services satisfactorily performed; all allowable expenses; and applicable gross receipts tax an amount not to exceed $_____. Expenses must be approved by this Agreement or in writing by NMHIX. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this Agreement may be billed to NMHIX by the Contractor. The Contractor shall be responsible for payment of any tax liability to the appropriate taxing authority.

B. The amount payable under this Agreement 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. The parties do not intend for the Contractor to, and Contractor shall not be obligated to, continue to provide services beyond what Contractor has agreed to provide without compensation when the total compensation amount is reached. The Contractor is responsible for notifying NMHIX before the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid in excess of the total compensation amount without this Agreement being amended in writing prior to providing services or incurring expenses in excess of the total compensation amount.

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C. All payments are subject to availability of funds pursuant to Paragraph 5, Funding, set forth below, and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work.

D. All invoices, including a detailed statement accounting for all services performed and any expenses, shall be sent to NMHIX at accountspayable@nmhix.com and received by NMHIX no later than fifteen (15) business days after each calendar month in which services were performed or expenses incurred. **Failure to timely submit an invoice shall be a material breach of this Agreement. If the Contractor fails to invoice NMHIX for services performed and expenses incurred in one calendar year by January 31 of the following calendar year, the Contractor will have waived all rights to payment for the services performed and expenses incurred in the previous calendar year and expressly agrees that NMHIX shall have no obligation to pay for such services and expenses.**

3. Term

This Agreement shall terminate on ____ unless terminated pursuant to Paragraph 4, Termination, or Paragraph 5, funding. This Agreement may be extended for an additional term or terms by mutual agreement of the parties.

4. Termination

A. This Agreement may be terminated by the NMHIX, at its discretion and at any time for any reason, upon written notice delivered to the Contractor thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, NMHIX's sole liability upon such termination shall be to pay for acceptable work performed prior to the notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect any party's obligations under this Agreement prior to termination. The Contractor shall submit an invoice for all completed work within thirty (30) days of the effective date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as reasonably determined by NMHIX, or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds.

B. In the event of a material default or breach of this Agreement by Contractor, NMHIX shall notify Contractor of such material default or breach and Contractor shall have a period of 30 days, or a longer period if NMHIX and Contractor agree it is necessary, to cure such material breach or default. If Contractor is unable to cure the material default or breach within 30 days or the agreed upon period, NMHIX may notify Contractor of its intent to immediately terminate this Agreement. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE NMHIX's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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C. Immediately upon receipt of notice of termination of this Agreement, the Contractor shall: 1) not perform additional services without written approval of NMHIX; 2) comply with all directives issued by NMHIX in the notice of termination as to the performance of work under this Agreement; and 3) take such action as NMHIX shall direct for the protection, preservation, retention or transfer of all property titled to NMHIX and records generated under this Agreement. Upon receipt of such notice, the parties agree to negotiate in good faith a transition plan for the wind down of the services. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of NMHIX upon termination and shall be submitted to NMHIX as soon as practicable.

5. Funding

The terms of this Agreement are contingent upon (1) continued authorization of the NMHIX by the Legislature of New Mexico and (2) the ability of NMHIX to obtain necessary funds by assessments, grants, or other means. In the absence of legislative authorization or funding, this Agreement shall terminate immediately upon written notice by NMHIX to the Contractor. NMHIX's determination regarding legislative authorization and funding shall be accepted by the Contractor and shall be final.

6. Status of the Contractor

The Contractor and its agents and employees are independent contractors performing professional services for NMHIX and are not employees of NMHIX. 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 NMHIX as a result of this Agreement. The Contractor agrees not to purport to bind NMHIX unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation self-employment, business income tax, and gross receipts tax.

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 from NMHIX.

8. Subcontracting

It is understood that the prime contractor may be subcontracting portions of the services to be performed under this Agreement with the approval of NMHIX. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from NMHIX.

9. Release

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

10. Confidentiality

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

B. Contractor agrees and acknowledges that during the course of performing services under this Agreement, Contractor may create, collect, receive, use or otherwise gain access to personally identifiable information, federal tax information, or other private and confidential information. Contractor shall use or disclose such information only to the extent required for the performance of the services under this Agreement and then only to the extent allowed by law. Contractor further agrees that it is a condition of this Agreement that with regard to such information, Contractor, and any subcontractors engaged by Contractor to perform services under this Agreement, shall comply with and impose privacy and security standards as outlined in Exhibit B and equal to or more stringent than the standards described in 45 C.F.R. 155.260(a), as those standards may be amended from time to time.

11. Product of Service

A. All materials developed or acquired by the Contractor specifically and solely for the benefit of NMHIX pursuant to the terms of this Agreement, including but not limited to intangible property, shall become the property of NMHIX and shall be delivered to NMHIX no later than the termination date of this Agreement. Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items.

12. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents 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 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, and Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents that:

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

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 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 NMHIX; (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

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Contractor is a public officer or employee of NMHIX, or a business in which an employee of NMHIX has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of NMHIX within the preceding year and whose official act directly resulted in this Agreement.

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, 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 Section 10-16-13 NMSA 1978, 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 Section 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 NMHIX.

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

D. The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor becomes aware of circumstances that suggest a potential conflict of interest or the appearance of impropriety.

13. Amendment

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

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

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The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. Non-Discrimination and Equal Opportunity Compliance

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

17. Applicable Law; Dispute Resolution

A. **Applicable law.** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions.

B. **Dispute resolution.** Parties to this Agreement shall utilize methods of alternative dispute resolution to resolve disputes arising under this Agreement. NMHIX and Contractor agree to resolve disputes first through good faith negotiation, and if unsuccessful, through mediation and/or arbitration. No dispute arising under or relating to this Agreement may be brought in a court of law. The process for alternative dispute resolution is as follows:

1) Negotiation. The parties are encouraged to resolve disputes through negotiation prior to mediation or arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to a contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, NMHIX and Contractor shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be mediated or finally settled by arbitration administered by the American Arbitration Association (AAA) in accordance with the provisions of its Commercial Arbitration Rules.

2) Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties may first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Parties may agree upon a mediator and the terms of the mediation, or may use an AAA administrator to assist the parties regarding selection of the mediator, scheduling, pre-mediation information exchange and attendance of appropriate parties at the mediation conference. The mediation shall be scheduled within 30 days of notice to the other party that one party seeks to mediate the dispute.

3) Arbitration. If negotiation and mediation fail to resolve the dispute, or the time frames established for negotiation or mediation pass, a controversy or claim arising out of this Agreement, or the breach of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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4) Time periods. The time periods established in this Paragraph 17 may be amended by mutual agreement of the parties.

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 NMHIX.

19. Records and Financial Audit

A. The Contractor shall maintain detailed time and expenditure records, if any, 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 ten (10) years from the date of completion of this Agreement. The records, if any, shall be subject to inspection by the NMHIX, and may be disclosed by the NMHIX to third parties as required or allowed by law.

B. NMHIX shall have the right to audit billings both before and after payment, including but not limited to a financial statement audit performed in accordance with government accounting standards for financial reporting. The Contractor agrees to be subject to findings and sanctions assessed as a result of any audit and will make repayment of any excessive or illegal payments by NMHIX. Payment under this Agreement, if any, shall not foreclose the right of NMHIX to recover excessive or illegal payments.

20. Indemnification

A. General Indemnification. The Contractor shall defend, indemnify and hold harmless NMHIX, its Board, employees, officers and agents from all third party actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which are caused by the negligent act or negligent failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, to the extent resulting in injury or damage to persons or personal 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 for which Contractor is obligated to indemnify NHMIX, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of NMHIX and the Risk Management Division of the New Mexico General Services Department by certified mail.

B. Indemnification for Professional Acts, Errors, or Omissions. Except for professional acts, errors or omissions that are the result of established gross negligence or willful or wanton conduct on the part of the Contractor or its employees, agents, representatives or subcontractors, the General Indemnification shall not apply to professional acts, errors or omission unless covered by Contractor's Professional Liability insurance.

21. Invalid Term or Condition

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

22. Enforcement of Agreement

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

23. Notices

Any notice required to be given to any party by this Agreement shall be in writing and shall be delivered in person, by courier service, nationally recognized overnight express common carrier or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMHIX:
Cheryl Gardner
CEO, NMHIX
New Mexico Health Insurance Exchange
7601 Jefferson St. NE Suite 160
Albuquerque, NM 87109

To Contractor:
[name, address, and email]

24. Authority

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

25. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this Agreement, the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph 25(A); (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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B. The Contractor's certification in Paragraph 25(A), above, is a material representation of fact upon which NMHIX relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph 25(A), above, shall be a continuing term or condition of this Agreement. As such, at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph 25(A), above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph 25(A), above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to NMHIX if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph 25(A), above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph 25(A) above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to NMHIX, NMHIX may terminate the Agreement.

C. The Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000 to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to NMHIX when it requests subcontractor approval from NMHIX. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, NMHIX may refuse to approve the use of the subcontractor.

26. Federal Tax Information

A. Performance. In performance of this Agreement, and to the extent required by law, Contractor agrees to comply with and assume responsibility for compliance by Contractor's employees with the following requirements:

i. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.

ii. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement or as otherwise required by law. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

iii. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

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iv. No work involving returns and return information furnished under this Agreement will be subcontracted without ensuring compliance with appropriate safeguards.

v. The Contractor will maintain a list of employees authorized access. Such list will be provided to NMHIX and, upon request, to the IRS reviewing office.

vi. NMHIX will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

B. Criminal/Civil Sanctions for Disclosure of Protected Information. In performance of this Agreement, and to the extent required by law, Contractor agrees to the following requirements:

i. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

ii. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any returns or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

iii. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a.

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Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), providing that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to NMHIX records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

iv. Granting a Contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands NMHIX's security policy and procedures for safeguarding IRS information. The Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in NMHIX's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See IRS Publication 1075, Tax Information Security Guidelines). For both the initial certification and the annual certification, the Contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

27. Force Majeure

No party shall be deemed in default of, nor shall any party be liable for any damages suffered or costs incurred by another party arising out of any cessation, interruption, delay or failure to perform its obligations under this Agreement if such cessation, interruption, delay or failure results from causes beyond the party's reasonable control, including, without limitation, earthquake, flood, storm or other natural disaster, act of God, acts of war, epidemics, acts of government, power failures, malicious network attacks, nuclear accidents, and acts of terrorism.

28. Insurance

A. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon NMHIX's request provided to NMHIX, insurance certificates reflecting evidence of all insurance required herein; however, the NMHIX reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by NMHIX; (b) obtained NMHIX approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by NMHIX.

Further, the Contractor shall not modify any policy or endorsement thereto which increases NMHIX's exposure to loss for the duration of this Agreement.

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B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	$2,000,000
Products/Completed Operations Aggregate Limit	$2,000,000
Personal Injury Limit	$2,000,000
Each Occurrence	$1,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than $1 million per accident. An insurance certificate shall be submitted to NMHIX that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor, and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than $1,000,000 per claim and $1,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractor's policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Each Employee

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Bodily Injury by Disease	$500,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the NMHIX is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." In the event the Contractor's insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the NMHIX within four working days of Contractor's receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the NMHIX. The NMHIX will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the NMHIX, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the NMHIX and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the NMHIX and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the NMHIX.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the NMHIX's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the NMHIX with all Certificates of Insurance accompanied with all endorsements.

J. The NMHIX reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the NMHIX. The NMHIX will reimburse the Contractor for the cost of the additional premium for any coverage requested by the NMHIX in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

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29. New Mexico Tort Claims Act

Any liability incurred by NMHIX in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.,* as amended. NMHIX and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

30. Communications

The NMHIX desires to maintain a consistent and coherent public message regarding the work of the NMHIX, its contracting partners, and the contractual relationship between the NMHIX and its contracting partners. Contractor expressly acknowledges the NMHIX's interest in this regard and agrees that Contractor shall not communicate with the media or the public regarding this Agreement or the work performed pursuant to this Agreement, during the term of the Agreement and for a reasonable period of time following the termination of this Agreement, without requesting and receiving authorization from the NMHIX to engage in the communications. Contractor also agrees to comply with the NMHIX Communications Policy, as it may be amended from time to time.

31. Compliance with Law

The Contractor agrees to comply with all laws and regulations that are applicable to this Agreement and the Contractor's Scope of Work now enacted or that become effective during the term of this Agreement, including but not limited to, laws and regulations enacted pursuant to the Affordable Care Act.

32. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original.

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

_____ _____

Cheryl Gardner, NMHIX CEO Date

_____ _____

Contractor Date

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EXHIBIT A

Scope of Work

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Exhibit B

Privacy and Security Standards

Definitions. Capitalized terms not otherwise specifically defined in this specific term and condition shall have the meaning set forth in Section B.
Authorized Functions. Contractor may collect, handle, disclose, access, maintain, store, and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representative(s) or Authorized Representative(s), only to perform the required duties described in section 1311(i)(3) of the Affordable Care Act, 45 CFR 155.210(e), the Cooperative Agreement to Support Navigators in Federally-Facilitated and State Partnership Exchanges Funding Opportunity Announcement ("Navigator FOA"), and 45 CFR 155.215(a)(1)(iii), as well as in Contractor's approved work and project plans.

The required duties that will most likely involve the collection, handling, disclosure, access, maintenance, storage and/or use of PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representatives(s) or Authorized Representatives, include the following:

- Provide information and services in a fair, accurate, and impartial manner. Such information must acknowledge other health programs such as Medicaid and CHIP;
- Facilitate selection of a QHP;
- Provide referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman established under Section 2793 of the PHS Act, or any other appropriate State agency or agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
- Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility and usability of Health care guide tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

Such information may not be reused for any other purpose.

Other Required Duties: Contractor must also maintain expertise in eligibility, enrollment, and program specifications and conduct public education activities to raise awareness about the Exchange; however, it is not expected or required that Contractor collect, handle, disclose, access, maintain, store and/or use PII of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representatives(s) or Authorized Representative(s) for this function. To the extent that Contractor does so, it must comply with all the provisions of this specific term and condition, as well as Sections A and B that apply to Contractor's activities.

PII Received. Subject to the terms and conditions of this Agreement and applicable laws, in performing the tasks contemplated under this Agreement, Contractor may create, collect, disclose, access, maintain, store, and/or use the following PII from Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees, or from these individuals' legal representative(s) or Authorized Representative(s):

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APTC percentage and amount applied
Auto disenrollment information
Applicant Name
Applicant Address
Applicant Birthdate
Applicant Telephone number
Applicant Email
Applicant spoken and written language preference
Applicant Medicaid Eligibility indicator, start and end dates
Applicant Children's Health Insurance Program eligibility indicator, start and end dates
Applicant QHP eligibility indicator, start and end dates
Applicant APTC percentage and amount applied eligibility indicator, start and end dates
Applicant household income
Applicant Maximum APTC amount
Applicant CSR eligibility indicator, start and end dates
Applicant CSR level
Applicant QHP eligibility status change
Applicant APTC eligibility status change
Applicant CSR eligibility status change
Applicant Initial or Annual Open Enrollment Indicator, start and end dates
Applicant Special Enrollment Period eligibility indicator and reason code
Contact Name
Contact Address
Contact Birthdate
Contact Telephone number
Contact Email
Contact spoken and written language preference
Enrollment group history (past six months)
Enrollment type period
FFE Applicant ID
FFE Member ID
Issuer Member ID
Net premium amount
Premium Amount, start and end dates
Pregnancy status indicator
PII related to any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination as described in 45 CFR §155.210(e)(4)
Special enrollment period reason
Subscriber Indicator and relationship to subscriber
Social Security Number
Tobacco use indicator and last date of tobacco

Storing PII. Contractor is not expected or required to maintain or store any of the above listed PII as a result of carrying out the Authorized Functions described above or any other required duties, other than in connection with the storage of consent forms required by this specific term and condition. To the extent that Contractor does maintain or store information, it must comply with all the provisions of this specific term and condition and Sections A and B that address maintenance or storage of PII.

Privacy and Security Obligations of Contractor. As a condition of this contract, Contractor will implement and comply with all Exchange privacy and security standards set forth in this specific term

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and condition as well as Sections A and B, and the Minimum Acceptable Risk Standards for Exchanges (MARS-E) , which is available at http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/Minimum-Acceptable-Risk-Standards-for-Exchanges-ERA-Supp-v-1-0-08012012-a.pdf .

Consent Form. Prior to collecting any PII, Contractor must obtain the consent of Consumers, Applicants, Qualified Individuals, Qualified Employers, Qualified Employees, or Enrollees or these individuals' legal representatives or Authorized Representatives to assist them with the Marketplace eligibility and enrollment process or other post-enrollment assistance. A template consent form has been provided separately to all Contractors.

Applicability to Workforce. Contractor must impose the same standards described in this specific term and condition and in Sections A and B on all Workforce members, including subcontractors, working with the Contractor on this contract program.

Survival. Contractor covenants and agrees to destroy all PII of Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or those individuals' legal representatives or Authorized Representatives in its possession at the end of the record retention period required under this specific term and condition and Sections A and B. If, upon the termination or expiration of this contract, the Health care guide has in its possession PII for which no retention period is specified in this specific term and condition and/or Sections A and B, such PII shall be destroyed within 30 Days of the termination or expiration of this contract. Contractor's duty to protect and maintain the privacy and security of PII, as provided for in accordance with this specific term and condition, and Sections A and B, shall continue in full force and effect until such PII is destroyed and shall survive the termination or withdrawal of the Health care guide Contractor and/or expiration of this Agreement.

Section A: Special Terms and Conditions

PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS FOR NON-EXCHANGE ENTITIES

Statement of Applicability:

These standards and implementation specifications are established in accordance with Section 1411(g) of the Affordable Care Act (42 U.S.C. § 18081(g)) and 45 CFR 155.260. All terms used herein carry the meanings assigned in Section B, which is also included in this document.

The standards and implementation specifications that are set forth in this Section A and Version 1.0 of the MARS-E suite of documents (which can be found at http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/) are the same as, or more stringent than, the privacy and security standards and implementation specifications that have been established for the Federally-Facilitated Exchanges ("FFEs") under Section 1321(c) of the Affordable Care Act (42 U.S.C. § 18041(c)).

The New Mexico Health Insurance Exchange (NMHIX) will enter into contracts (hereinafter "Agreement" or "Agreements") with Non-Exchange Entities that gain access to Personally Identifiable Information ("PII") exchanged with the FFE and NMHIX, or directly from Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives. That Agreement including this Section A, governs any PII that is created, collected, disclosed, accessed, maintained, stored, or used by Non-Exchange Entities in the

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context of the FFE. In signing that Agreement, in which this Section A has been incorporated, Non-Exchange Entities agree to comply with the standards and implementation specifications laid out in this document and the referenced MARS-E suite of documents while performing the Authorized Functions outlined in their respective Agreements.

NON-EXCHANGE ENTITY PRIVACY AND SECURITY STANDARDS AND IMPLEMENTATION SPECIFICATIONS

In addition to the standards and implementation specifications set forth in the MARS-E suite of documents noted above, Non-Exchange Entities must meet the following privacy and security standards and implementation specifications to the extent they are not inconsistent with any applicable MARS-E standards.

(1) *Individual Access to PII: In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities that maintain and/or store PII must provide Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives and Authorized Representatives, with a simple and timely means of appropriately accessing PII pertaining to them and/or the person they represent in a physical or electronic readable form and format.*

a. Standard: Non-Exchange Entities that maintain and/or store PII must implement policies and procedures that provide access to PII upon request.

i. Implementation Specifications:

1. Access rights must apply to any PII that is created, collected, disclosed, accessed, maintained, stored, and used by the Non-Exchange Entity to perform any of the Authorized Functions outlined in their respective agreements with the NMHIX.
2. The release of electronic documents containing PII through any electronic means of communication (e.g., e-mail, web portal) must meet the verification requirements for the release of "written documents" in Section (5) b below.
3. Persons legally authorized to act on behalf of the Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers regarding their PII, including individuals acting under an appropriate power of attorney that complies with applicable state and federal law, must be granted access in accordance with their legal authority. Such access would generally be expected to be coextensive with the degree of access available to the Subject Individual.
4. At the time the request is made, the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employees, Qualified Employers, or these individuals' legal representatives or Authorized Representatives should generally be required to specify which PII he or she would like access to. The Non-Exchange Entity may assist them in determining their Information or data needs if such assistance is requested.

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5. Subject to paragraphs (1) a.i.6 and 7 below, Non-Exchange Entities generally must provide access to the PII in the form or format requested, if it is readily producible in such form or format.
6. The Non-Exchange Entity may charge a fee only to recoup their costs for labor for copying the PII, supplies for creating a paper copy or a copy on electronic media, postage if the PII is mailed, or any costs for preparing an explanation or summary of the PII if the contractors has requested and/or agreed to receive such summary. If such fees are paid, the Non-Exchange Entity must provide the requested copies in accordance with any other applicable standards and implementation specifications.
7. A Non-Exchange Entity that receives a request for notification of, or access to PII must verify the requestor's identity in accordance with Section (5) b.
8. A Non-Exchange Entity must complete its review of a request for access or notification (and grant or deny said notification and/or access) within 30 days of receipt of the notification and/or access request.
9. Except as otherwise provided in (1) a.i.10, if the requested PII cannot be produced, the Non-Exchange Entity must provide an explanation for its denial of the notification or access request, and, if applicable, information regarding the availability of any appeal procedures, including the appropriate appeal authority's name, title, and contact information.
10. Unreviewable grounds for denial. Non-Exchange Entities may deny access to PII that they maintain or store without providing an opportunity for review, in the following circumstances:
    a. If the PII was obtained or created solely for use in legal proceedings;
    b. If the PII is contained in records that are subject to a law that either permits withholding the PII or bars the release of such PII.

(2) *Openness and Transparency. In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities must ensure openness and transparency about policies, procedures, and technologies that directly affect Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employers, and Qualified Employees, and their PII.*

a. Standard: Privacy Notice Statement. Prior to collecting PII, the Non-Exchange Entity must provide a notice that is prominently and conspicuously displayed on a public facing Web site, if applicable, or on the electronic and/or paper form the Non-Exchange Entity will use to gather and/or request PII.

    i. Implementation Specifications.
        1. The statement must be written in plain language and provided in a manner that is accessible and timely to people living with disabilities and with limited English proficiency.
        2. The statement must contain at a minimum the following information:
            a. Legal authority to collect PII;
            b. Purpose of the information collection;

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c. To whom PII might be disclosed, and for what purposes;
d. Authorized uses and disclosures of any collected information;
e. Whether the request to collect PII is voluntary or mandatory under the applicable law;
f. Effects of non-disclosure if an individual chooses not to provide the requested information.

3. The Non-Exchange Entity shall maintain its Privacy Notice Statement content by reviewing and revising as necessary on an annual basis, at a minimum, and before or as soon as possible after any change to its privacy policies and procedures.
4. If the Non-Exchange Entity operates a Website, it shall ensure that descriptions of its privacy and security practices, and information on how to file complaints with NMHIX and the Non-Exchange Entity, are publicly available through its Website.

(3) *Individual choice. In keeping with the standards and implementation specifications used by the FFE, Non-Exchange Entities should ensure that Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, are provided a reasonable opportunity and capability to make informed decisions about the creation, collection, disclosure, access, maintenance, storage, and use of their PII.*

a. Standard: Informed Consent. The Non-Exchange Entity may create, collect, disclose, access, maintain, store, and use PII from Consumers, Applicants, Qualified Individuals, Enrollees, or these individuals' legal representatives or Authorized Representatives, only for the functions and purposes listed in the Privacy Notice Statement and any relevant agreements in effect as of the time the information is collected, unless the NMHIX, the FFE or Non-Exchange Entity obtains informed consent from such individuals.

i. Implementation specifications:

1. The Non-Exchange Entity must obtain informed consent from individuals for any use or disclosure of information that is not permissible within the scope of the Privacy Notice Statement and any relevant agreements that were in effect as of the time the PII was collected. Such consent must be subject to a right of revocation.
2. Any such consent that serves as the basis of a use or disclosure must:
    a. Be provided in specific terms and in plain language;
    b. Identify the entity collecting or using the PII, and/or making the disclosure;
    c. Identify the specific collections, use(s), and disclosure(s) of specified PII with respect to a specific contractor(s); and
    d. Provide notice of an individual's ability to revoke the consent at any time.
3. Consent documents must be appropriately secured and retained for 10 years.

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(4) *Creation, collection, disclosure, access, maintenance, storage, and use limitations. In keeping with the standards and implementation specifications used by the NMHIX and by the FFE, Non-Exchange Entities must ensure that PII is only created, collected, disclosed, accessed, maintained, stored, and used, to the extent necessary to accomplish a specified purpose(s) in the Agreement and any appendices. Such information shall never be used to discriminate against a Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer.*

a. Standard: Other than in accordance with the consent procedures outlined above, the Non-Exchange Entity shall only create, collect, disclose, access, maintain, store, and use PII:

1. To the extent necessary to ensure the efficient operation of the Exchange;
2. In accordance with its published Privacy Notice Statement and any applicable agreements that were in effect at the time the PII was collected, including the consent procedures outlined above in Section (3) above; and/or
3. In accordance with the permissible functions outlined in the regulations and agreements between NMHIX and the Non-Exchange Entity.

b. Standard: Non-discrimination. The Non-Exchange Entity should, to the greatest extent practicable, collect PII directly from the Consumer, Applicant, Qualified Individual, Enrollee, Qualified Employee, or Qualified Employer, when the information may result in adverse determinations about benefits.

c. Standard: Prohibited uses and disclosures of PII

i. Implementation Specifications:

1. The Non-Exchange Entity shall not request Information regarding citizenship, status as a national, or immigration status for an individual who is not seeking coverage for himself or herself on any application.
2. The Non-Exchange Entity shall not require an individual who is not seeking coverage for himself or herself to provide a Social Security number (SSN), except if an Applicant's eligibility is reliant on a tax filer's tax return and their SSN is relevant to verification of household income and family size.
3. The Non-Exchange Entity shall not use PII to discriminate, including employing marketing practices or benefit designs that will have the effect of discouraging the enrollment of individuals with significant health needs in QHPs.

(5) *Data quality and integrity. In keeping with the standards and implementation specifications used by NMHIX and by the FFE, Non-Exchange Entities should take reasonable steps to ensure that PII is complete, accurate, and up-to-date to the extent such data is necessary for the Non-Exchange Entity's intended use of such data, and that such data has not been altered or destroyed in an unauthorized manner, thereby ensuring the confidentiality, integrity, and availability of PII.*

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a. Standard: Right to Amend, Correct, Substitute, or Delete PII. In keeping with the standards and implementation specifications used by NMHIX and by the FFE, Non-Exchange Entities must offer Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, and Qualified Employers, or these individuals' legal representatives or Authorized Representatives, an opportunity to request amendment, correction, substitution, or deletion of PII maintained and/or stored by the Non-Exchange Entity if such individual believes that the PII is not accurate, timely, complete, relevant, or necessary to accomplish an Exchange-related function, except where the Information questioned originated from other sources, in which case the individual should contact the originating source.

   i. Implementation Specifications:

      1. Such individuals shall be provided with instructions as to how they should address their requests to the Non-Exchange Entity's Responsible Official, in writing or telephonically. They may also be offered an opportunity to meet with such individual or their delegate(s) in person.
      2. Such individuals shall be instructed to specify the following in each request:
         a. The PII they wish to correct, amend, substitute or delete;
         b. The reasons for requesting such correction, amendment, substitution, or deletion, along with any supporting justification or evidence.
      3. Such requests must be contracted or denied within no more than 10 working days of receipt.
      4. If the Responsible Official (or their delegate) reviews these materials and ultimately agrees that the identified PII is not accurate, timely, complete, relevant or necessary to accomplish the function for which the PII was obtained/provided, the PII should be corrected, amended, substituted, or deleted in accordance with applicable law.
      5. If the Responsible Official (or their delegate) reviews these materials and ultimately does not agree that the PII should be corrected, amended, substituted, or deleted, the requestor shall be informed in writing of the denial, and, if applicable, the availability of any appeal procedures. If available, the notification must identify the appropriate appeal authority including that authority's name, title, and contact information.

b. Standard: Verification of Identity for Requests to Amend, Correct, Substitute or Delete PII. In keeping with the standards and implementation specifications used by the NMHIX and the FFE, Non-Exchange Entities that maintain and/or store PII must develop and implement policies and procedures to verify the identity of any person who requests access to; notification of; or amendment, correction, substitution, or deletion of PII that is maintained by or for the Non-Exchange Entity. This includes confirmation of an individuals' legal or personal authority to access; receive notification of; or seek amendment, correction, substitution, or deletion of a Consumer's, Applicant's, Qualified Individuals', Enrollee's, Qualified Employee's, or Qualified Employer's PII.

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i. Implementation Specifications:

1. The requester must submit through mail, via an electronic upload process, or in-person to the Non-Exchange Entity's Responsible Official, a copy of one of the following government-issued identification: a driver's license, school identification card, voter registration card, U.S. military card or draft record, identification card issued by the federal, state or local government, including a U.S. passport, military dependent's identification card, Native American tribal document, or U.S. Coast Guard Merchant Mariner card.
2. If such requester cannot provide a copy of one of these documents, he or she can submit two of the following documents that corroborate one another: a birth certificate, Social Security card, marriage certificate, divorce decree, employer identification card, high school or college diploma, and/or property deed or title.

c. Standard: Accounting for Disclosures. Except for those disclosures made to the Non-Exchange Entity's Workforce, or sub-contractor, who have a need for the record in the performance of their duties; and the disclosures that are necessary to carry out the required functions of the Non-Exchange Entity, Non-Exchange Entities that maintain and/or store PII shall maintain an accounting of any and all disclosures.

i. Implementation Specifications:

1. The accounting shall contain the date, nature, and purpose of such disclosures, and the name and address of the person or agency to whom the disclosure is made.
2. The accounting shall be retained for at least 10 years after the disclosure, or the life of the record, whichever is longer.
3. Notwithstanding exceptions in Section (1) a.10, this accounting shall be available to Consumers, Applicants, Qualified Individuals, Enrollees, Qualified Employees, Qualified Employers, or these individuals' legal representatives or Authorized Representatives, on their request per the procedures outlined under the access standards in Section (1) above.

(6) *Accountability. In keeping with the standards and implementation specifications used by the FEE, Non-Exchange Entities should adopt and implement the standards and implementation specifications in this document and the cited MARS-E document suite, in a manner that ensures appropriate monitoring and other means and methods to identify and report Incidents and/or Breaches.*

a. Standard: Reporting. The Non-Exchange Entity must implement Breach and Incident handling procedures that are consistent with CMS' Incident and Breach Notification Procedures[1] and memorialized in the Non-Exchange Entity's own written policies and procedures. Such policies and procedures would:

[1] Available at http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Downloads/RMH_VIII_7-1_Incident_Handling_Standard.pdf

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i. Identify the Non-Exchange Entity's Designated Privacy Official, if applicable, and/or identify other personnel authorized to access PII and responsible for reporting and managing Incidents or Breaches to CMS.
ii. Provide details regarding the identification, response, recovery, and follow-up of Incidents and Breaches, which should include information regarding the potential need for CMS to immediately suspend or revoke access to the Hub for containment purposes; and
iii. Require reporting any Incident or Breach of PII to the CMS IT Service Desk by telephone at (410) 786-2580 or 1-800-562-1963 or via email notification at cms_it_service_desk@cms.hhs.gov within required time frames.

b. Standard: Standard Operating Procedures. The Non-Exchange Entity shall incorporate privacy and security standards and implementation specifications, where appropriate, in its standard operating procedures that are associated with functions involving the creation, collection, disclosure, access, maintenance, storage, or use of PII.

i. Implementation Specifications:

1. The privacy and security standards and implementation specifications shall be written in plain language and shall be available to all of the Non-Exchange Entity's Workforce members, or sub-contractors, whose responsibilities entail the creation, collection, maintenance, storage, access, or use of PII.
2. The procedures shall ensure the Non-Exchange Entity's cooperation with CMS in resolving any Incident or Breach, including (if requested by CMS) the return or destruction of any PII files it received under the Agreement; the provision of a formal response to an allegation of unauthorized PII use, reuse or disclosure; and/or the submission of a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures.
3. The standard operating procedures must be designed and implemented to ensure the Non-Exchange Entity and its Workforce, or sub-contractor, comply with the standards and implementation specifications contained herein, and must be reasonably designed, taking into account the size and the type of activities that relate to PII undertaken by the Non-Exchange Entity, to ensure such compliance.

a. Standard: Training and Awareness. The Non-Exchange Entity shall develop training and awareness programs for members of its Workforce that create, collect, disclose, access, maintain, store, and use PII while carrying out any Authorized Functions.

i. Implementation Specifications:

1. The Non-Exchange Entity must require such individuals to successfully complete privacy and security training, as appropriate for their work duties and level of exposure to PII, prior to when they assume responsibility for/have access to PII.

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2. The Non-Exchange Entity must require periodic role-based training on an annual basis, at a minimum.
3. The successful completion by such individuals of applicable training programs, curricula, and examinations offered through the FFE is sufficient to satisfy the requirements of this paragraph.

b. Standard: Security Controls. The FFE shall adopt and implement the Security Control standards cited in the MARS-E document suite for protecting the confidentiality, integrity, and availability of PII.

i. Implementation Specifications:

1. Implementation specifications for each Security Control are provided in the MARS-E document suite.

Section B: Special Terms and Conditions

DEFINITIONS

(1) **Affordable Care Act (ACA)** means the Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), which are referred to collectively as the Affordable Care Act.
(2) **Access** means availability of a SORN Record to a subject individual.
(3) **Advance Payments of the Premium Tax Credit (APTC)** has the meaning set forth in 45 CFR 155.20.
(4) **Applicant** has the meaning set forth in 45 CFR 155.20.
(5) **Authorized Function** means a task performed by a Non-Exchange Entity that the Non-Exchange Entity is explicitly authorized or required to perform based on applicable law or regulation, and as enumerated in Attachment B of the Special Terms and Conditions that incorporates this Attachment.
(6) **Authorized Representative** means a person or organization meeting the requirements set forth in 45 CFR 155.227.
(7) **Breach** is defined by OMB Memorandum M-07-16, Safeguarding and Responding to the Breach of Personally Identifiable Information (May 22, 2007), as the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to Personally Identifiable Information (PII), whether physical or electronic.
(8) **CCIIO** means the Center for Consumer Information and Insurance Oversight within the Centers for Medicare & Medicaid Services (CMS).
(9) **CMS** means the Centers for Medicare & Medicaid Services.
(10) **CMS Data Services Hub (Hub)** is the CMS Federally-managed service to interface data among connecting entities, including HHS, certain other Federal agencies, and State Medicaid agencies.
(11) **Consumer** means a person who, for himself or herself, or on behalf of another individual, seeks information related to eligibility or coverage through a Qualified Health Plan **(**QHP) or other

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Insurance Affordability Program, or whom an agent or broker (including Web-brokers), Health care guide, Issuer, Certified Application Counselor, or other entity assists in applying for a coverage through QHP, applying for APTCs and CSRs, and/or completing enrollment in a QHP through its web site for individual market coverage.

(12) **Cost-sharing Reduction (CSR)** has the meaning set forth in 45 CFR 155.20.

(13) **Day or Days** means calendar days unless otherwise expressly indicated in the relevant provision of the Notice of Award terms and conditions that incorporates this Section B.

(14) **Designated Privacy Official** means a contact person or office responsible for receiving complaints related to Breaches or Incidents, able to provide further information about matters covered by the notice, responsible for the development and implementation of the privacy and security policies and procedures of the Non-Exchange Entity, and ensuring the Non-Exchange Entity has in place appropriate safeguards to protect the privacy and security of PII.

(15) **Enrollee** has the meaning set forth in 45 CFR 155.20.

(16) **Exchange** has the meaning set forth in 45 CFR 155.20.

(17) **Federally-facilitated Exchange (FFE)** means an **Exchange** (or **Marketplace**) established by HHS and operated by CMS under Section 1321(c)(1) of the ACA for individual or small group market coverage, including the Federally-facilitated Small Business Health Options Program (**FF-SHOP**). **Federally-facilitated Marketplace (FFM)** has the same meaning as FFE. The FFE is serving as the individual exchange in New Mexico for 2015.

(18) **Health Insurance Coverage** has the meaning set forth in 45 CFR 155.20.

(19) **HHS** means the U.S. Department of Health & Human Services.

(20) **Incident**, or **Security Incident**, means the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent.

(21) **Information** means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

(22) **Issuer** has the meaning set forth in 45 CFR 144.103.

(23) **Minimum Acceptable Risk Standards—Exchanges (MARS-E)** means a CMS-published suite of documents, version 1.0 (August 1, 2012), that defines the security standards required pursuant to 45 CFR 155.260 and 45 CFR 155.270, for any Exchange, individual, or entity gaining access to information submitted to an Exchange or through an Exchange using a direct, system-to-system connection to the Hub, available on the CCIIO web site.

(24) **Health care guide** has the meaning set forth under "Navigator" in 45 CFR 155.20.

(25) **Non-Exchange Entity** has the meaning at 45 CFR 155.260(b), and includes but is not limited to Health care guides.

(26) **OMB** means the Office of Management and Budget.

(27) **Personally Identifiable Information (PII)** has the meaning contained in OMB Memoranda M-07-16 (May 22, 2007) and means information which can be used to distinguish or trace an individual's identity, such as their name, Social Security number, biometric records, *etc*., alone, or when

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combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

(28) **Qualified Employee** has the meaning set forth in 45 CFR 155.20.

(29) **Qualified Employer** has the meaning set forth in 45 CFR 155.20.

(30) **Qualified Health Plan (QHP)** has the meaning set forth in 45 CFR 155.20.

(31) **Qualified Individual** has the meaning set forth in 45 CFR 155.20.

(32) **Responsible Official** means an individual or officer responsible for managing a Non-Exchange Entity or Exchange's records or information systems, or another individual designated as an individual to whom requests can be made, or the designee of either such officer or individual who is listed in a Federal System of Records Notice as the system manager, or another individual listed as an individual to whom requests may be made, or the designee of either such officer or individual.

(33) **Security Control** means a safeguard or countermeasure prescribed for an information system or an organization designed to protect the confidentiality, integrity, and availability of its information and to meet a set of defined security requirements.

(34) **State** means the State where the Health care guide that is a party to the contract is operating.

(35) **State Partnership Exchange** means a type of FFE in which a State assumes responsibility for carrying out certain activities related to plan management, consumer assistance, or both.

(36) **Subject Individual** means that individual to whom a SORN Record pertains.

(37) **System of Records Notice (SORN)** means a notice published in the Federal Register notifying the public of a System of Records maintained by a Federal agency. The notice describes privacy considerations that have been addressed in implementing the system.

(38) **Workforce** means a Non-Exchange Entity's or FFE's employees, agents, contractors, subcontractors, officers, directors, agents, representatives, volunteers and any other individual who may create, collect, disclose, access, maintain, store, or use PII in the performance of his or her duties.

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NMHIX

Health Insurance Exchange Outreach & Education Services
RFP No. 2017/001

October 20, 2017

EXHIBIT B

October 20, 2017

Ms. Maureen Manring (RFP No. 2017/001)
Director of Outreach and Marketing
New Mexico Health Insurance Exchange
7601 Jefferson NE, Suite 160
Albuquerque, NM 87110

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

RFP No. 2017/001

Dear Ms. Manring:

The Albuquerque Hispano Chamber of Commerce (AHCC) enthusiastically submits our proposal in response to the New Mexico Health Insurance Exchange's (NMHIX's) request for Outreach and Education Services.

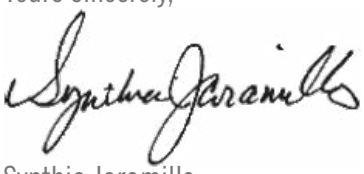
The AHCC team is different in all the right ways, comprised of Agenda, New Mexico's leading integrated communications firm, along with Research & Polling Inc., and Latino Decisions, two of the state's most respected research organizations. Our unique structure and approach – led by the AHCC, a highly respected and long-standing non-profit, will reinvigorate the NMHIX program and significantly increase awareness, trust and enrollment among New Mexico's uninsured. AHCC's brand of leadership is key: we're not just another marketing or PR firm looking for a win. Instead, we have prioritized and hand-picked the most diverse and extremely capable group of professionals and academics with unparalleled healthcare and education outreach expertise, established relationships with brokers and enrollment councilors, and polling experience across the state, while harnessing Hispanic community building and grassroots organizing and unique marketing approaches here in New Mexico. The result: Our team is lean, motivated, local, knowledgeable, experienced and uniquely capable.

We know the people, speak the languages, and have the tools to overcome a wide range of cultural barriers; diversity makes us all New Mexican, but not all New Mexicans can successfully navigate our culturally varied landscape.

AHCC confirms that the services offered in our submittal are currently available by our team and that all proposal terms including pricing shall remain in effect for a minimum of 90 days. Our team accepts all terms and conditions of this RFP and in signing this letter, I legally bind our team to the contents of our proposal.

I am pleased to provide this submittal and hope to have the opportunity to implement the programs outlined below. If you have any questions or need clarification on any portion of our response, please don't hesitate to contact me. Thank you.

Yours sincerely,



Synthia Jaramillo
Chief Operating Officer
Albuquerque Hispano Chamber of Commerce

QUALIFICATIONS AND EXPERIENCE

Prime: **Albuquerque Hispano Chamber of Commerce**
Organization was Established: 1975
Office Location: Albuquerque; Barelas Neighborhood
Organization Service Area: Central New Mexico; statewide
Total Number of Professional Staff: 23
Organizational Budget: $2,747,314

Organization History and Mission

The Albuquerque Hispano Chamber of Commerce (AHCC) is a non-profit, member-focused business organization with a mission to promote economic development, enhance economic opportunities and provide business and workforce education with an emphasis on the Hispanic and small business community throughout New Mexico. AHCC was formed in 1975 and we've grown exponentially ever since. Our campus, which includes the Barelas Economic Opportunity Center (BEOC), is now over 22,000 square feet.

AHCC primarily serves New Mexico and has a long history of collaborating with a variety of organizations on projects that benefit the state through its membership and broader network of over 250 Hispanic Chambers through the U.S. Hispanic Chamber of Commerce. With more than 1,400 member businesses, we are the largest chamber in New Mexico and one of the largest Hispanic chambers in the country. Our membership is diverse, and includes large companies, small businesses, federal, state, local government and educational entities. AHCC provides the community and member businesses with an array of services such as bilingual workforce development trainings; business exchange and networking events; facility and technology sharing, workshops and computer training; education scholarships; and most importantly, providing education and outreach on health insurance options on behalf of beWellnm for the past five years. While many business chambers don't extend their reach far beyond the business community, AHCC invests a significant portion of its resources on individuals – the people on whom a healthy economy and community depends.

Main Subconsultants

Agenda

Agenda is New Mexico's largest integrated communications firm and has been at the top of the New Mexico Business First list of agencies for more than a decade and most recently #1 for 2016/17. Their full-time staff of more than 30 professionals has deep experience in all aspects of communications campaigns, advertising, event management, earned media, digital and grassroots engagement and advocacy. Agenda also has unparalleled experience in the healthcare industry, including private and public insurance markets, Medicare and Medicaid, United States Department of Health and Human Services and bilingual and tribal outreach efforts. Agenda's extensive work with a wide variety of healthcare-related clients makes them an ideal subconsultant for the AHCC. They are not only skilled at reaching New Mexico's diverse audiences, but are uniquely experienced in taking complicated healthcare messages and boiling them down into simple, easy to understand messages. Moreover, all their engagement is focused on driving target audiences to action.

Research & Polling, Inc.

Research & Polling, Inc. is New Mexico's largest full-service market research and public opinion research company. Founded in 1986, they serve a wide variety of prominent national and New Mexico clients – including the NMHIX. Research & Polling Inc. offers complete quantitative and qualitative research services, excelling in the design of customized surveys and research approaches to meet specific client needs. Over the years as the polling firm for NMHIX, Research & Polling Inc. has become adept at understanding the unique needs and issues surrounding health insurance enrollment across the state. They also have refined their techniques to most accurately capture data related to New Mexico's diverse population.

Latino Decisions

Latino Decisions is the nation's leader in Latino political opinion research. Founded by University of New Mexico professors of political science, Latino Decisions leverages a unique combination of analytical expertise and cultural competencies that are unparalleled in the industry. Their staff is comprised exclusively of credentialed research scientists with established publication records, rigorous methodological training and experience with large-scale collaborative research projects. Latino Decisions employs their professional insights and specialized technical skills to produce the most accurate information about Latino attitudes, experiences and engagement – especially in areas related to enrollment in state-run health insurance exchanges for which is has done considerable research in New Mexico.

Financial and Legal Disclosure

The AHCC is a financially stable non-profit organization; our most recent audited financials are included as an attachment to our proposal and demonstrate our good standing. In addition, we have not experienced significant organizational changes or restructuring during the past three years, nor do we anticipate any changes to our structure, mission, location, or leadership. AHCC and our officers, have no legal issues, litigation, or proceedings to note within the past five years. This includes our far-reaching business and consulting services. All our subconsultants are well respected and established firms in good financial and legal standing.

Key Personnel

Albuquerque Hispano Chamber of Commerce

Synthia Jaramillo, Chief Operating Officer – Serving as ***Project Director*** for the entire scope of beWellnm outreach services, Synthia is a highly-accomplished community thought leader with extensive management experience in multiple areas including: program design and implementation, benchmarking, corporate, community and public affairs, project coordination, grant writing, staff training, supervision, strategic planning, budgeting and financial analysis. She has extensive experience serving as liaison to prominent local and national corporate, government, community groups and institutions. She has strong relationships across the state and is committed to community growth, healthy New Mexicans and cross-cultural community empowerment. Synthia will provide overarching guidance and ensure that all benchmarks are met, the team is fully leveraging opportunities and that our approaches and implementation techniques are consistent with the NMHIX's goals and objectives. She will also maintain consistent communication with NMHIX and facilitate any needed action and oversee all detailed reporting and quality assurance and quality control (QA/QC). We anticipate an average of 20 hours a week, mostly in the rolls described above.

Tessah Latson, Workforce Grant Writer & Program Development – With a Master's in Intercultural Relations and 20 years of strategic planning/organizational development, program design, grant writing and evaluation, community partner cultivation and cross-sector coalition building, Tessah's role as ***Project Administrator*** will include managing the data collection, tracking performance measures and orchestrating/collecting all reporting on prime and subcontracted activities. Tessah will work with the team to ensure that each detailed report meets the Service Level Agreement requirements, quantifies enrollment and outreach progress, and most important, is useful to NMHIX leadership. All reporting will include core components such as important outreach and education metrics and details related to activities and accomplishments. She will also ensure that each element of reporting and invoicing is directly associated with a specific task, as presented in the budget and our work plan. We anticipate she will dedicate an average of 20 hours a week.

Tino Zamora, Grant Administrator & Program Development – Bringing 40+ years of nonprofit administration and program development expertise for national and regional Veteran programs out of Washington D.C. and the California University System, plus 20 years of small business training and education, Tino's role as beWellnm's ***Project Manager*** includes oversight and direction for all AHCC-based canvassers, community outreach navigator and subcontractor activity, including trainings and events statewide. Tino knows the project first-hand and is excited to remain engaged with NMHIX's efforts. Tino will manage day-to-day outreach, and act as a liaison between field efforts and broader project planning. He will work closely with his counterparts at NMHIX – the Navigators and the team on all key aspects of the contract. Tino will live, eat and breathe this project. As such, we anticipate he will work an average of 40 hours a week.

Agenda

Doug Turner, Managing Partner – With unparalleled experience in grassroots mobilization, outreach, stakeholder engagement and marketing, Doug will act as Agenda's ***Lead Communications Strategist.*** Doug will work closely with the entire team to support the AHCC and NMHIX in planning, targeting, social and traditional media, advertising and many other campaign components. Doug's deep industry and political relationships across the state will also garner far-reaching impacts in remote areas such as The Navajo Nation where Agenda works closely with the Tribe on a number of local economic development issues. Doug holds a Master's degree and has over 30 years of experience developing specialized campaigns that drive action. He is one of the most well-respected communications strategists in New Mexico and has had a role in almost every major community issue in the last 20 years. He will dedicate an average of 10 hours a week to the project.

Nick Parker, VP – Will act as a key liaison between Agenda and the rest of the project team. Nick will serve as a ***Senior Strategic Planner*** and use his strong writing and analytical skills, planning experience and first-hand knowledge of New Mexican communities and Tribes, to support our outreach and education efforts. Nick brings over 20 years of experience and a Master's degree, along with a passion for high-quality service and deliverables. He has also worked on almost every Pueblo and Indian reservation in New Mexico, and in some of the state's most remote villages and towns – documenting traditional cultural values, important community concerns and leading outreach efforts to build support for complex community programs. Nick's anticipated contributions will be in the strategic planning process, along with time dedicated each month to support QA/QC components of the program. We anticipate an average of 10-15 hours a week.

Katie DuBerry, Creative Director – With decades of in-house marketing, branding, web development, social media and design experience, Katie will serve in a familiar role as ***Creative Director.*** She will contribute to all stages of the creative effort, and ensure that each component has the most compelling collateral materials, the greatest impact on social media and speaks directly to the target audiences that NMHIX and our research and targeting team identify. Katie will oversee all social, digital and traditional media efforts, including metrics, and supervise Agenda's in-house design team, media buys and all other aspects of branding, marketing and advertising. We expect Katie and her creative team to spend an upfront average of 25 hours a week.

Research and Polling, Inc.

Brian Sanderoff, President – As the President of Research & Polling, Inc. since its inception in 1986, Brian has over 40 years of unparalleled experience in understanding what makes New Mexico tick. He manages the firm and has written over 1,500 surveys in his career – including key healthcare-related polls and reports for NMHIX. Because of his institutional knowledge with NMHIX's efforts, Sanderoff will serve as our ***Senior Researcher and Polling Consultant*** as we work to better target our outreach. In addition to his continued work for NMHIX, Mr. Sanderoff is the pollster for the Albuquerque Journal, and the political analyst for KOAT TV. He has made appearances on CNN, MSNBC, FOX, BBC and the News Hour. Mr. Sanderoff is also a widely sought-after speaker and has conducted seminars for various organizations about all aspects of demographic data. We anticipate 3 hours a week.

Latino Decisions

Dr. Gabriel Sanchez, Principal – Dr. Gabe is an expert in conducting, analyzing and applying surveys regarding Latino attitudes and experiences with the healthcare system. As a Professor of Political Science at UNM, he specializes in Latino public opinion; he also serves as the Executive Director of the Robert Wood Johnson Foundation Center for Health Policy, a research center that works to inform policy and improve Latino and Native American health. Dr. Gabe is also a Principal at Latino Decisions and holds a prominent role on the team as our ***Latino and Native American Targeting and Outreach Expert.*** Throughout his career, he has led a wide range of research projects specifically focused on improving the effectiveness of Affordable Care Act (ACA) outreach to Latinos, and has conducted several studies to determine the knowledge levels of Latinos regarding the ACA and Latino consumer's experience with the health plans purchased through state marketplaces/exchanges. Findings from his 2015 NIH-funded research on New Mexico have been presented to NMHIX, Office of the Superintendent of Health Insurance, and the New Mexico Department of Health. We anticipate Dr. Gabe will average 5 hours a week.

***Resumes of key personnel are attached in Attachment A*

REFERENCES

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Agenda
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Latino Decisions
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Contract Initiated: 2013

SERVICES OVERVIEW AND DESCRIPTION

Outreach and Education

Situation Analysis

As the Trump Administration works to roll back Obama-era policies on health insurance for low-income people, many federal and state-led programs continue to face significant challenges getting eligible people and businesses enrolled. This now double-edge sword is sure to cut even deeper into vulnerable populations in New Mexico. Increases in costs with the potential for decreased funding create new challenges to state enrollment efforts.

While states such as Oregon experienced highly unsuccessful implementations and eventually turned their systems over to the Federal Government, other state-based exchanges, like New Mexico's, have had success but experienced very-real challenges in meeting enrollment targets. In fact, over the last five years, states throughout the country have struggled to sign up members despite hundreds of millions of dollars in advertising and outreach. This tells us that it's less about money and broad-based advertising, and more about targeting, trusted communication and easy to understand information sharing.

But like most states, there have been many barriers to engaging with the uninsured communities. New Mexico continues to struggle enrolling eligible people – especially young adults and singles. These issues, including the fact that many of our uninsured are from Hispanic and Native American communities, create a unique set of challenges to generating significant NMHIX enrollment. For example, New Mexico has not fully developed a targeted Hispanic outreach effort – something that the AHCC and our team believes will make a meaningful impact.

And there are other compounding issues. Increased coverage availability through Medicaid expansion and Indian Health Services (IHS) coverage under the Tribal Membership exemption, vastly narrowed the population of uninsured who are good targets for NMHIX – although we know Tribal populations would still benefit from increased coverage and should remain a top target.

For New Mexico, the acquisition costs also have been very high – thousands of dollars per enrollee. This places us as one of the highest cost states to recruit members to an exchange – something our team is prepared to address head-on.

Our Team

We must think smart and think big if we are to overcome many of the issues described above. We have, therefore, formed a team that is purposefully different – something we believe strongly that the NMHIX needs. Our vision is that NMHIX and the work at hand is really about community; neighbors helping neighbors. We firmly believe that simply playing a secondary role to a marketing or public relations firm wouldn't satisfy the core issues facing the NMHIX, or the thousands of hard-working families and small business owners who desperately need to connect to the health insurance opportunities of the Health Insurance Marketplace or the Small Business Health Options Program (SHOP).

So, why are we different? As the AHCC, we know first-hand the long-standing cultural traditions that define New Mexicans, and the struggles agencies and firms have had in the past with health insurance outreach.

Relationships are a big part of it – as is history, family, trust, and community. In fact, these are all key elements to what we do every day – and it's what we are passionate about. But success in this type of outreach and education takes more than dedication and desire. Knowing the full spectrum of real-life situations, insurance regulations, local issues, natural fears, and cultural hurdles is imperative – the total who, what, where, when, and why – something other entities might not fully comprehend, appreciate, or know how to integrate into their approach. For example, standard robo-call tactics will not work; this outreach effort must be personal, community-based, and meaningful. Instead, through demographic targeting, census data, and other means our team will determine the individuals who are more likely to be eligible for the exchange and identify the specific communities where we are more likely to find those people. This targeted one-on-one approach is the only way to reach the actual people who are eligible – and to find personal enrollment solutions.

Unlike the private sector, AHCC is wholly about community, about empowerment, and about maximizing opportunities for everyday New Mexicans. We, therefore, determined that the AHCC serve as the prime contractor and work to keep the NMHIX's, and this contract's core values, objectives, and goals front and center. Working at the direction of AHCC is Agenda, New Mexico's leading and most highly regarded integrated communications firm. Agenda has proven techniques for grassroots organizing and stakeholder engagement in New Mexico, and to implementing multi-ethnic and multi-lingual approaches across a wide range of Hispanic communities, local Pueblos, American Indian reservations, and underserved Anglo enclaves. Agenda also has an unparalleled and nationally recognized in-house creative staff and can quickly generate a wide range of innovative, compelling and bilingual materials that speak directly to New Mexicans. This gives our team a very real edge and has led Agenda to develop countless winning strategies and campaigns on similar community-based issues throughout the United States.

Of course, any effort to support NMHIX would be in the dark without data – it must guide our approach, contribute to our decision making, and direct our investments and personnel. AHCC has assembled the most well-respected and capable data team in New Mexico to support the NMHIX effort; Brian Sanderoff of Albuquerque's Research and Polling, Inc. and Dr. Gabriel Sanchez, a UNM political science professor, Principal at Latino Decisions and an expert in engaging Latino community members with health insurance enrollment opportunities, among many other related topics. With Sanderoff's and Dr. Gabe's contributions, we are uniquely positioned to pinpoint issues, accurately target audiences and more effectively reach and motivate underserved populations to enroll in the Health Insurance Marketplace or SHOP.

Navigators are also key to this effort and we have secured agreements with Centro Sávila to maintain and expand upon our strong collaborative outreach efforts to date, and the New Mexico Community Health Workers Association (NMCHWA), both highly regarded entities who have established business relationships with the AHCC. From our previous work, we know that NMHIX has developed relationships with many highly effective organizations and we are prepared to work with any other individuals, consultants, or Navigators that the NMHIX identifies: this is an effort that must be about results, not egos.

AHCC: The Big Picture

Educating business leaders and community members is a key activity for AHCC and capacity for education is a leading investment and a core mission of our non-profit organization. AHCC also performs extensive outreach for its services and supports many member businesses and partner agencies such as NMHIX. Standard communication channels include advertisements in Spanish language papers, distribution of collateral by partner agencies, networking and trade events (over 90 are held annually), AHCC's monthly eNewsletter (sent to about 8,000 individuals and small businesses);, and AHCC/BEOC websites, YouTube channel, Twitter and

Facebook pages. Importantly, these marketing channels are not limited to AHCC's known stakeholders and members; the organization purchases email and mail lists from affinity groups all across the state.

AHCC also invests in numerous collaborative efforts, which we know benefited our previous work with the NMHIX. For instance, we have partnered with GED programs, English as a Second Language classes (ESL), Spanish Citizenship classes held by Catholic Charities, referral partnerships that include Central New Mexico Community College, the Department of Workforce Solutions and community agencies such as WESST. AHCC also maintains major strategic partnerships with Goodwill, New Mexico Small Business Development Center, Mission: Graduate, the New Mexico Loan Fund and countless others.

Our far-reaching network and in-the-door influence potential is well established and recognized. The fact is, there are thousands of businesses and individuals who already trust the AHCC; when we speak, New Mexicans know that we're informed, connected, and forever dedicated to helping improve their community. Can others claim as much – we don't think so.

AHCC: Past Partnership with the NMHIX

The AHCC was fortunate enough to start working with the NMHIX in August of 2013 with our primary focus being SHOP for our small business community. Over our five-year tenure, we built important relationship within the organization and worked extensively with collaborating agencies to increase awareness and enrollment across the state. We coordinated and led outreach activities and events at the AHCC and other minority chambers in the central corridor to provide information on affordable insurance coverage to employers and the general public. Through our exclusive "feet on the ground" model which was implemented in a strategic grid mapping approach, we sent canvassers business to business, neighborhood by neighborhood. As a result, AHCC and partners reached over 20,000 individuals, in addition to more than 200 engagements. These included presentations at conferences, business community meetings and trade fairs; outreach and booths at public expos and events like wellness festivals, trainings and workshops (on NMHIX, SHOP, Calculate Your Subsidy); and outreach efforts at community gathering points (e.g., American Indian Chamber of Commerce, the Albuquerque Black Chamber of Commerce, New Mexico Asian Family Center, HELP NM, and others).

As a non-profit that has been community focused for 42 years, the AHCC understands the issues, obstacles and fears of our uninsured citizens, especially the Latino population which, according to research, constitutes our most underserved population. While we work to fulfill our current NMHIX contract, the AHCC continues to advocate for the NMHIX, and for increasing enrollment. We are heavily invested in our communities and believe strongly in the goal of making sure people are aware of their rights regarding health benefits, insurance coverage and the ACA – especially by the NMHIX, the Health Insurance Marketplace and SHOP.

At the heart of the AHCC's five-year relationship with NMHIX is our project manager, Tino Zamora. Tino has an impressive track record of selfless and successful engagement with people right here in New Mexico. He also has unrivalled knowledge and experience with the NMHIX project and how the range of issues facing low-income people is impacting their knowledge of the programs and ultimately their enrollment. He also knows first-hand what worked and what didn't with NMHIX's past consultants; he was part of the AHCC team that developed the previous community door-to-door, one-on-one outreach model; something that the prime contractors at the time adopted, but failed to implement with local, trusted representatives – something the AHCC advocated for. But with this upcoming education and outreach effort, and AHCC's leadership, Tino is ready to reach back into communities, reestablish trust and get people and businesses engaged and enrolled.

Some other examples of Tino's community building efforts:

- He was the Co-Chairman of the team that created and ushered in national legislation in support of Vietnam Veterans' children affected by Agent Orange, piloting the model for VA compensation to families going forward.

- Tino directed a national nonprofit that supported Agent Orange-affected Veterans and their families, managing an $8.2 million budget which funded 92 outreach projects nationwide.

- He also co-founded and directed two New Mexico statewide Veterans' organizations that provided support services to Veterans' families and served as the template for future Veteran organizations in New Mexico

- Tino was also selected as SBA's NM Small Business Veteran Advocate of the Year

The Uninsured Landscape

We know that Pre-ACA the uninsured rate in New Mexico was at 29 percent and that currently (Post-ACA) the range of uninsured has dropped to approximately 13 percent. As of 2015, we ranked 33rd in health insurance coverage. An improvement. Of course, the Medicaid expansion and the Health Insurance Marketplace have played a significant role in lowering uninsured rates in New Mexico. But, we also know that there remains a significant number of uninsured that are working poor or low-income individuals. And we know that minority populations (Latinos/Hispanics) in New Mexico still comprise a large portion of the uninsured in New Mexico.

One significant problem are the rules: businesses with fewer than 49 employees aren't required to provide health insurance. This of course impacts enrollment as New Mexico is home to thousands of small businesses that fall under this threshold. But it also impacts information sharing and individual empowerment—despite the fact that all companies are required to provide adequate information regarding health insurance options. What we're left with are four main categories of individuals and businesses that we must reach:

- Uninsured
- Underinsured
- People/businesses changing plans
- Individuals/businesses looking for better rates

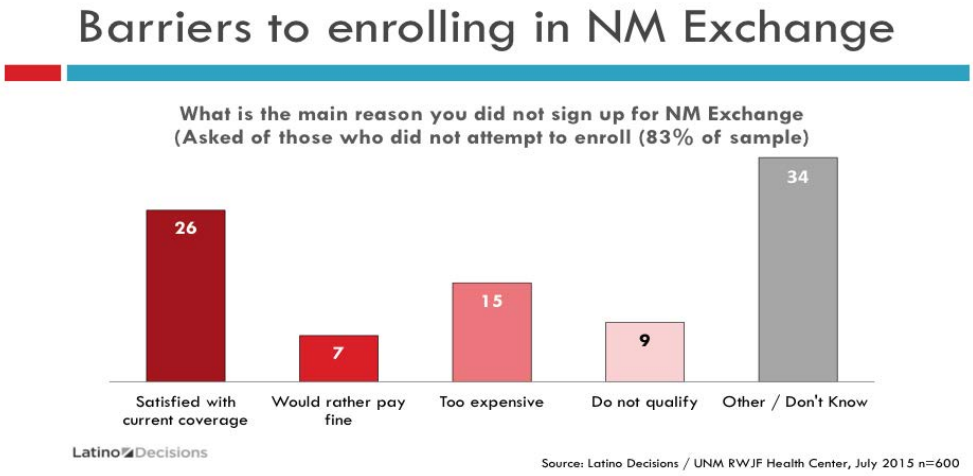
We must also work to address the revolving door issue: people whose status fluctuates between enrolled and unenrolled. One further complicating issue is the fact that the total number of enrollees might stay about the same in government statistics (around 54,600), but the actual individual enrollees are known to fluctuate widely. For example, one issue that we noted during our earlier work were people who enrolled during the year, then chose to end coverage for any number of financial reasons, including opting for Christmas presents over health insurance. These are very important pieces of the outreach and education puzzle; we must control for these complex systems and through education and communication work to overcome many of these issues during our upcoming efforts. Success is not simply the number of enrollees or attracting new members but our ability to keep people enrolled.

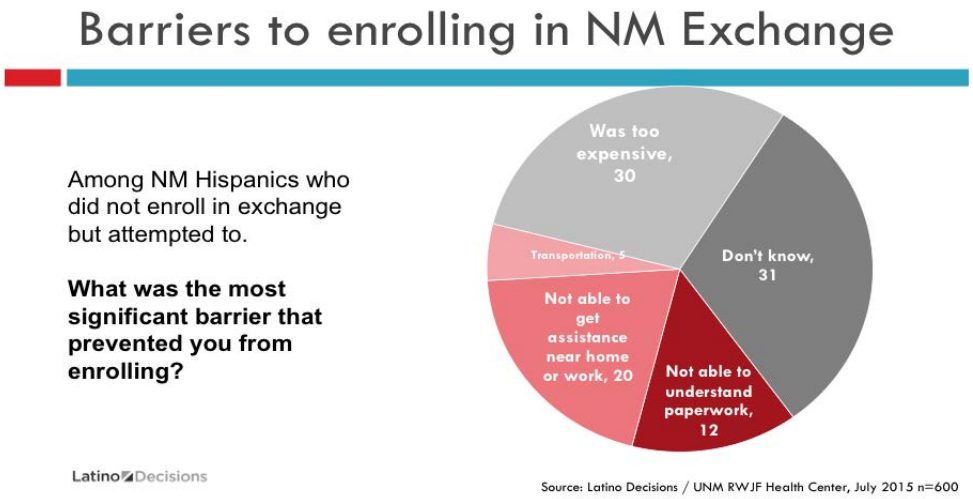
Moving Forward

Data: What We Know

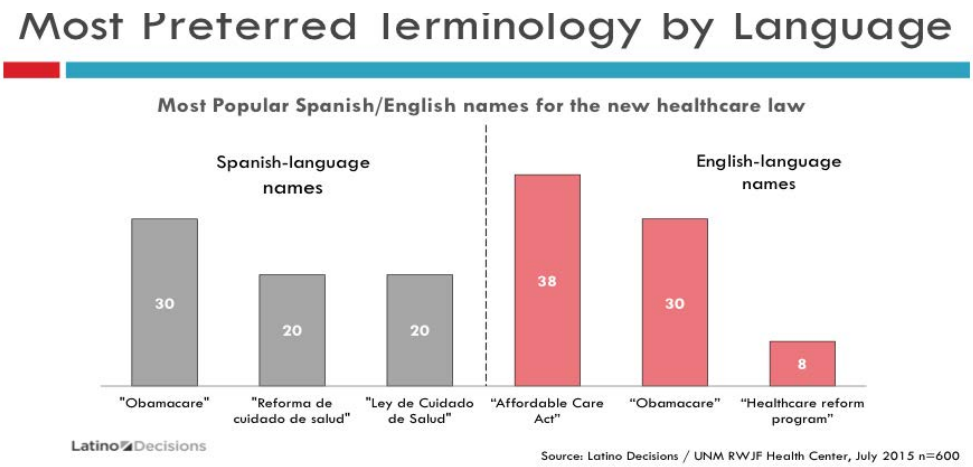
AHCC will again leverage the power of its members (almost 1,500 strong, representing 100,000 individuals) to reach both employers, employees and their families. We will continue to canvas certain areas that have significant Latino/Hispanic small businesses – and where the research and data from Sanderoff and Dr. Gabe indicates where there is the greatest need, and where we can have the greatest impact. In fact, our own research validates many of the findings in the "The New Mexico Health Insurance Exchange: Consumer Behavior and Stakeholder Engagement Market Assessment Report" developed for NMHIX in June of 2016 and large portions of our proposed approach are based on many of the broad topics addressed in that study.

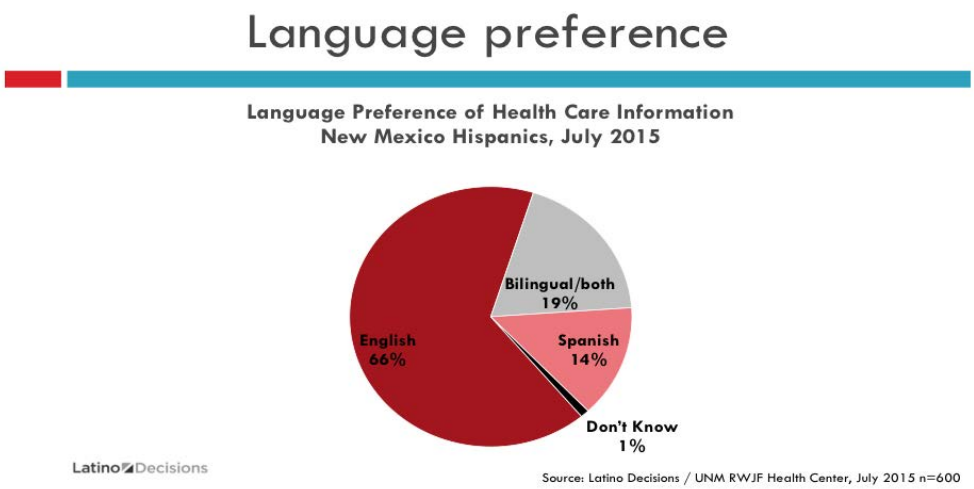
For example, Latino Decisions has already front-loaded some important findings regarding obstacles facing New Mexico's Hispanic population who are eligible, but not yet insured. They have also isolated the most important sub-groups of the larger Hispanic population: Latinos who chose not to sign up for insurance through the NMHIX, and those who attempted to do so but were unsuccessful. For example, based on 2015 research funded by the NIH, this is what we know about New Mexico's Hispanic population and their relationship with NMHIX:





Another important takeaway from Latino Decisions' research is that when conducting outreach efforts to the Hispanic community in New Mexico, we must use bilingual advocates – something the AHCC has wide access to. This is even more critical when one looks at Hispanics in New Mexico who are not currently insured, as they have an even higher percentage of Spanish-dominant speakers.





Latino Decisions' direct experience with micro-targeting communities of interest will be critical to engage the Hispanic community who remain uninsured. Upon award, our team will dive deeper into these existing data and conduct follow-up research to help guide our targeted strategies.

Additional Outreach and Education Strategies

There are many simple, but effective outreach and education tools at our disposal. First off, we must take SHOP and Health Insurance Marketplace events and outreach statewide, but with local emphasis, local people and local success stories. And we must leverage all of our personal connections – and make an effort to have one-on-one time with anyone who is a potential candidate for enrollment through our "feet on the ground" grassroots neighborhood mapping approach. This has worked well for the AHCC in the past and will be implemented at a larger scale for this effort. In fact, the AHCC developed a very simple, but effective one-on-one strategy that was adopted by the previous prime for the NMHIX. Unfortunately, implementation from the prime fell short. AHCC still very much believes in the philosophy we developed years ago—connecting to people on a personal level – but it must be executed through trusted local advocates who will serve as our ambassadors. This is key.

The same can be said for businesses. We know a lot of them already, but we will partner with other local chambers, community groups, a wide range of brokers and councilors, business or health fair organizers, networking leaders, job fair boards, parent organizations at local schools, etc. to make sure vulnerable people and small companies aren't overlooked. We must also make sure we're connecting the right people from our team with potential enrollees to ensure they feel as comfortable as possible with the process and with sharing potentially sensitive information about themselves or their family.

The Navigators

Our two contracted Navigator networks will be powerful resources in this regard. The first: NMCHWA is a bilingual statewide network of frontline public health workers – often referred to as "Prometoras" – who are trusted members of their communities. Prometoras function as liaisons between healthcare providers, social services and communities to facilitate access to services and to improve the quality and cultural competencies of service delivery.

Our second Navigator is Centro Sávila, an organization that provides culturally appropriate and bilingual treatment, recovery and healing for individuals, families and communities suffering from emotional and psychological distress. They also provide active assistance for the community and help with health insurance education and with completing the NMHIX registration process. Their treatment approach is based on the key principles of public health prevention, community building and collaboration – tenets that speak directly to our mission at the AHCC, and builds on our existing partnership to reach out and enroll both SHOP and individual marketplace applicants.

The AHCC's strong working relationship with NMCHWA and Centro Sávila, means that we're ready to fully tap their resources and their expertise – and ready to get them fully engaged with our broad efforts.

Stakeholder Mapping

But how do we best connect with individuals and businesses? A foundation, especially in more remote or culturally isolated areas, will be to conduct strategic stakeholder mapping. This type of exercise is a methodical process to strategically identify a wide range of potential stakeholders, their relationships to each other, and their relationships to our broader objectives. It is often the case that there are key influencers in smaller communities that can drive action among target audiences. Stakeholder mapping will identify these influencers.

Our stakeholder mapping efforts will be collaborative and include direction from Sanderoff and Dr. Gabe; detailed discussions between the AHCC team and NMHIX and others; conversations with key individuals throughout our target areas; and the final identification of our core stakeholders that represent the broadest cross-section of potential enrollees. Mapping will be separated into four phases:

- **Identifying:** researching relevant groups, organizations and people
- **Analyzing:** getting to know stakeholder perspectives and interests
- **Mapping:** identifying and visually depicting stakeholder relationships to objectives, and to other stakeholders
- **Prioritizing:** prepare stakeholder ranking based on relevance

Engagement Planning and Implementation

Following the four-part stakeholder mapping exercise, the AHCC will also develop a simple but instructive engagement plan that organically and purposefully builds momentum for NMHIX. From there, we will work with key leaders and influencers in communities across the state. These are the people who will help serve as our ambassadors; be the local voice on social media, the radio, print or television; talk to their neighbors or fellow church-goers; people at local cafes and bars; and get people engaged with the materials and excited about our meetings, or SHOP and Marketplace parties. With their help, we can spread the word and gain even more genuine trusted connections with locals.

Extreme Localization

In fact, many of our campaigns and advertisements will capitalize on extreme localization; the individual success stories and the faces of our local ambassadors. Research shows that people don't make decisions because of generic advertising, they are moved when their neighbors, coworkers, cousins, tias, or abuelas are part of the positive messaging. Previous state-wide strategies have cost millions of dollars in advertising; our local approach will be more affordable and more effective.

But there are also people who live in remote areas or simply lack the means to attend a meeting – regardless of our success with local outreach. We may, in some instances, offer transportation, meals, etc. to give people the widest access and the greatest motivation. In other instances, we may need our representatives and brokers to travel to house-bound individuals to ensure we're educating as many people as possible. Local connections are key and we believe it's where past consultants with NMHIX fell short.

Timing is also important. Campaigns and outreach surrounding SHOP and the Health Insurance Marketplace must be concentrated in the months leading up to open enrollment for non-Native Americans. We must get information out there, via the channels discussed in our Marketing and Advertising section. So, when the limited window for open enrollment comes around, we're organized and making the greatest personal impacts. This is true for both businesses and especially for individuals since SHOP has been declining and the need for individual outreach, education and enrollment services has been increasing.

For Native American communities, these efforts must be on-going and arranged directly with Pueblo Governors, Chapter Houses of The Navajo Nation, the War Chief of Taos Pueblo, and all other native leaders and councils. Native activists may also prove helpful; as may local educators and healthcare professionals who understand the issues and the distinction between IHS services and insurance available on the exchange. We look to continue our strong relationship with the American Indian Chamber of Commerce to support Native-owned small businesses.

When crafted and executed, Native American efforts will be handled with the greatest cultural sensitivity and customized for each Tribe or Pueblo. We will also work to honor Tribal direction and consult directly with key contacts before initiating a targeted program, directed outreach or face-to-face meetings with individuals. We will also remain keenly attuned to avoiding spiritually important periods, feast days and other events that could undermine our ultimate goals and our relationships.

Of course, there are a lot of outreach and education options. These are the nuts and bolts pieces that we know A to Z. We are experts at designing and implementing broad direct mail and auto-dial outreach, paid information booths at sporting events and other gathering opportunities, social media targeting and community sponsorships, along with many other traditional and digital approaches. But all of these are of

little value if they aren't strategically crafted and appropriately executed. And there must be follow-up. Metrics help us understand where the outreach is succeeding, and where it's missing the mark. These results will also be shared with NMHIX leadership in our detailed periodic reporting and will help refine our targeting and approaches. Our team will also work closely with the NMHIX to develop or refine the project dashboard to ensure it is highly functional and easy to navigate. We've developed and maintained them on other projects and know first-hand what works and what doesn't to maximize utility, functionality and value.

But there's an opportunity for fun as well – an angle that offers a lot of potential. In fact, our team has decades of experience planning and hosting large events, fun fairs that draw entire families and Matanzas where we offer free childcare, prizes and other incentives. Health insurance options are something that inherently confuses people. It's also a deeply un-fun topic. Our job is to turn this negative into a positive: draw people to our outreach and education events with the most creative and effective ideas and incentives. This is straightforward; it's also a low-tech approach that works.

Service Level Agreements and Reporting

To successfully negotiate the Service Level Agreement requirements, the AHCC has partnered with Pivot Evaluations and its lead, **Dr. Curtis J Mearns** who has practiced program evaluations for over 25 years in the fields of education, public health and suicide prevention. He also has experience with reporting in various Government Performance and Results Act systems. Because of his participatory approach to program evaluation, he will fully engage with stakeholders in a way that allows for honest sharing and discussion which, in turn, provides valid evaluation results that will be reflected in our reporting to NMHIX leadership.

Marketing, Advertising, Media and Website Management

Philosophy

The NMHIX has invested a great deal in well-designed materials and branding. But we can do more, leveraging existing collateral with the new materials our team will develop. We can't overstate the value of extreme localization to market and advertise for this outreach and education effort. And while we must maintain your positive state-wide presence, we have an opportunity through both traditional and digital avenues – and via high and low-tech means – to make an impact on people's knowledge and level of comfort with what is often an intimidating and un-fun series of decisions.

Digital Experience

It is essential for the upgraded digital experience to be more than functional; it must be smooth, clear and friendly. The user experience should flow simply from step to step, with clear answers and helpful resources. But there's no reason to reinvent the wheel. That would be costly and undermine a lot of good work that your previous web developer has done. Instead, we recommend a targeted refreshment to enhance certain aspects of functionality.

Consider the last purchase you made at Amazon or Apple.com. There is no reason the information accessible through your website should not flow with the similar clarity, confidence and crispness of those consumer experiences.

Given the demographics of the NMHIX's audiences, it is critical to ensure a seamless experience across devices, such as desktop, mobile (iOS and Android) and tablets. Data shows the vast majority of web browsing and interaction is through a mobile device. Fortunately, our team has vast experience integrating and enhancing responsive web platforms.

Throughout this review and refreshment, we are more than happy to work with your current web designer if that saves the NMHIX additional time and money. Getting there efficiently, accurately and timely should be our collective goal.

Discovery

Whether developing a new website or revamping a current site, such as beWellNM.com, we begin with a discovery meeting, which involves in-depth discussions on target audiences, their needs and challenges, internal and external teams, the 2017/2018 enrollment goals, current site "pain points," traffic, analytics, and development schedule. In addition, we'll explore means to evaluate more critically your audiences' web requirements. We must identify the current site's deficits and strengths. Methodologies to be explored include:

- Interviewing key stakeholders regarding what needs to improve, what must change and what should stay the same
- Comparative analysis with other state systems
- Analysis of analytics, if available
- Content inventory

Based on the results of our research, we'll provide:

- Navigation recommendations, if necessary
- Revised information architecture
- Wireframe
- Page designs
- Content strategy

Technology Exploration

Addressing front-end message delivery without reviewing back-end capabilities would be doing half the job. It is critical the platform is capable of supporting new functionality such as a real-time 24/7 online chat option. New AI applications can solve this challenge. Therefore, we would address advantages and disadvantages of various technology platforms, including CMS and eCRM tools. It's also important to understand your third-party database sources and requirements. We believe this level of analysis is critical in providing the NMHIX with a complete picture of the upcoming refreshment effort.

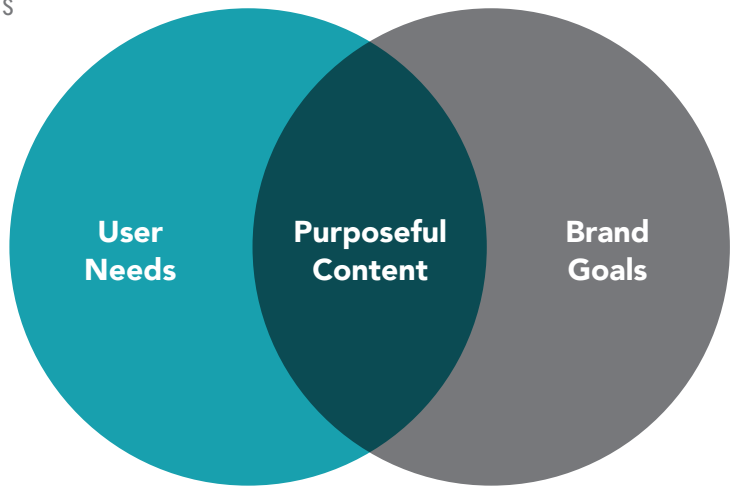
Deliverables

Succinct reports will be provided on three topics:

1. Target audience requirements and site goals and objectives
2. Recommendations on best path moving forward
3. Appropriate technology to power the site redeployment, taking into consideration your organizational structure, staffing, budgets and in-house/third-party capabilities

Functionality Examples

- Responsive Design
- Advanced Video Embedding
- Updated Branding
- Branded Social Media Theme
- Development for all channels
- Custom social media integration
- Integration with existing CRM and databases
- Tools for questions and support
- Search tools
- Custom graphics development
- Information tools



Bilingual Website Content and Development

Dr. Gabe's research from Latino Decisions shows clearly that our outreach must include genuine bilingual engagement. During every stage of the website refreshment process, we will take into consideration the needs of NMHIX's target audiences, which will include translating any new content into Spanish to be consistent with the existing NMHIX site. We feel strongly that the real-time online chat option should be continued in Spanish and English, as well as any other additional functionality that we may identify.

Website Maintenance

Our team has deep experience handling all aspect of web development from content creation to programming. For the NMHIX, in addition to the items discussed above, we will handle website management, including site administration, hosting, overall infrastructure, licensing and applicable fees. We will also be responsible for content updates such as contact lists for agents, brokers and Navigators.

Social Media Strategy Consolidation

According to Internet World Statistics, approximately 68 percent of New Mexico's population uses the Internet and over 500,000 New Mexicans are Facebook users, making social media an invaluable tool for delivering the NMHIX's message. For this reason, the high level of attention that the NMHIX has paid to digital media is important. Unfortunately, actual engagement is very low. Digital and social tools can be very powerful when properly leveraged, but to succeed we must create greater interest and an enhanced and more engaged conversation. Digital tools allow for not only engagement – but also action. There are a variety of digital tactics that we can use to accelerate the pre-qualification and enrollment process. Success will require constant drivers to the digital platform and something relevant to do once people get there.

Currently, the NMHIX has an active outbound social media presence, but few people post, like or share via the Facebook, Twitter, YouTube and LinkedIn accounts. This leaves little genuine engagement on the NMHIX's collective social media vehicles. To address this very real issue, we will not only continue to use social media to engage and inform target audiences, we will work to build social media engagement. We'll start by creating a content and conversation governance plan that complies with all NMHIX, state and federal requirements. Next, we will drive traffic by targeting all our key audiences. We will disseminate information while conducting outreach to bloggers, online news outlets and other relevant sources as ways to engage a broader online audience. Reaching out to community groups, small business advocates, healthcare advocates, family advocates, etc. will expose the NMHIX's social presence to a broader audience while spreading the word in an organic way. Part of our conversation governance plan will be to highlight success stories of the NMHIX and encourage individuals to share personal stories. By inviting a two-way community conversation, we will be able to mobilize our social supporters, engage them in digital activism and encourage them to tell friends, families and supporters about the benefits of the NMHIX. It is critical that we humanize the digital experience as much as possible using compelling imagery, a friendly, down-to-earth tone and simple, easy to understand content.

Our campaign will also seek to more effectively leverage the massive rise in the use of mobile devices to access information. Given the heavy usage of mobile and texting amongst harder-to-reach populations such as Native Americans, we recommend a multipronged mobile solution that includes mobile texting, video and app advertising. This strategy guidance is also in line with the 2016 "New Mexico Health Insurance Exchange: Consumer Behavior and Stakeholder Engagement Market Assessment Report" developed for NMHIX and our own research.

Aside from being relatively low-cost, mobile targeting is highly effective. Facebook's platform allows us to micro-target to educate and persuade our target audiences inside of Facebook through proprietary targeting and re-targeting. We can target individuals who have specifically indicated a "like" of a particular health activity, issue, etc. This method is best used to generate traffic back to the NMHIX website and to reach Native Americans and/or key targets inside a platform they use regularly. Our team is currently working on a number of Native American outreach efforts leveraging digital and mobile platforms with significant success.

We can also save a large amount of money by focusing our promotion on the targets who matter - avoiding any wasted impressions on people who already have insurance. We employ a variety of targeting methods to achieve this, including database matching, online profiling and cookie-matching, demographic targeting, programmatic buying and real-time bidding, and good-old-fashioned search engine marketing (SEM).

Re-use and/or Re-Purpose Existing Advertising Collateral

While much of the existing materials already produced for the NMHIX should continue to be used, including current branding, we must develop a new campaign that reflects our localized approach. By highlighting real people in communities across New Mexico in the communities we are targeting, we give credibility and authenticity to the NMHIX's mission and local validation. Our goal is to maintain program continuity and enhance its relevance to target audiences.

Creative Development and Media Buying

As we said above, reinventing the wheel is not in anyone's best interest when it comes to the NMHIX brand. Over the years, the NMHIX brand has gained recognition, which we intend to leverage. However, we do recommend developing a campaign that reflects our local emphasis by highlighting local people and local success stories throughout the state. We want to ensure that we are talking to people, not at people, and what better way to do this than to have members of local communities carry our message.

This strategy is tied directly into our budget for media buying which will include a significant allocation toward targeted digital as well as traditional paid buys on television, radio, print and outdoor - focused on supporting state and local outreach. Our team is currently responsible for buying media for organization such as the Gas Company of New Mexico and others.

Paid media is not a one size fits all undertaking. We will, therefore, conduct a thorough stakeholder and targeting analysis to determine the best media strategy to reach our target audiences. Should our recommendations include television, radio, digital, print and outdoor, our team will develop a campaign that will maximize the benefits of each medium. We will also create a wide variety of elements that support specific outreach events such as banners, signage, social graphics, branded swag, among others as well as outreach for targeted audiences.

Outdoor Advertising

Our team will leverage relationships we have built over many years with the state's leading outdoor advertising platforms to provide effective outdoor advertising throughout the state on an as needed basis. Our team has many years' experience creating highly effective, targeted outdoor advertising campaigns

TV/Radio/Digital/Print Ads

A strategic media mix will be critical in the overall success of the campaign and our team has experience creating effective multimedia campaigns that include TV, radio, digital, print, social and outdoor.

COMMUNICATIONS AND PUBLIC RELATIONS

Media Monitoring and Reports

A key charge for our team will be to monitor and evaluate campaign effectiveness and refine our strategies as necessary. One of the first steps is defining specific, measurable objectives for the communications campaign in terms of increasing web traffic and time and depth of engagement, along with the overall experience for web visitors. This not only supports our broader strategy, but it will set specific benchmarks for evaluating the success of our campaign.

We believe outcome evaluation is critical to understanding whether a program has met our set goals – in this case, building awareness and favorability and driving enrollment in terms of both raw numbers and diversity. It will also help us understand segment behavior and preferences as our campaign and outreach efforts evolve. We will also use periodic online and telephone surveys, web traffic and analytics, enrollment data analyses, community partner feedback, and other tools to measure consumer perception and enrollment activity. With these, we will gauge our progress and if target populations are changing as education and outreach efforts expand.

With all the campaign's advertising and online activities being tracked, measured and refined, the team will develop monthly reports that demonstrate the effectiveness of our efforts. For example, we will be able to calculate the costs associated with acquiring each Facebook like or Twitter follower; how many people we're reaching through our digital advertising; how much it costs to convert each click on a digital ad into an enrollee; and how many people we convert after failing to enroll them the first time. And when we integrate some of the other digital tools, we will also be able to report exactly how many people have signed up because of other means, such as the radio, TV, newspapers or even an ad on the side of a community bus. We understand that there is enormous external pressure on the NMHIX to not only show progress in enrollments, but to also demonstrate long-term viability. Based on this, our team will provide comprehensive written reporting and metrics every month, as well as provide any additional updates that NMHIX leadership requests.

Crisis Management

Every effective public relations/media relations program includes the development of a crisis communications plan – even a simple one such as we propose for NMHIX. Your plan will be straightforward and crafted soon after we come on board. We will work with you so it can be tailored to address a range of potential issues, set clear roles and responsibilities and define a sequence of potential responses to ultimately protect the NMHIX and its mission, however unlikely. The plan will also provide clear big-picture policies and procedures for the coordination of both internal and external communications – ensuring that any potential responses are purposeful, proportionate, swift, accurate, genuine and responsible. We will also work with NMHIX to identify a crisis response team; schedule a short session to conduct a general crisis audit; and prepare, review and adopt the plan. To get there, we will incorporate the following elements to ensure the proper management of communications:

Prevention and Monitoring

Identifying potential crises in advance can mitigate disasters before they escalate into a full-scale media frenzy. Monitoring can also help to identify problems early and trigger preparations to respond and take action, managing or eliminating threats before they cause damage. The AHCC, will work with NMHIX in performing a general crisis audit and monitoring the public and political landscapes to help avert potential crises, however unlikely, before they arise.

Preparedness

In a crisis, emotions and stress run high – a situation that can result in important actions being overlooked and forgotten. Our team will develop a comprehensive crisis communications plan that matches potential crises with the appropriate action plans that are ready to implement, should the need arise.

Recovery

Should a crisis occur, having a plan in place to recover from negative effects is critical to maintaining a long-term positive reputation. Our team will assess the human and economic impact, the extent of damage and create a media and community relations program to manage any fallout that may result.

Media Engagement

Preparation of Press Releases

We write effective, purposeful and dynamic press releases every day and have the relationships with media across the state to get our stories the type of coverage that strategically benefit our clients. When crafting releases for NMHIX, we will ensure that they have consistent core messaging; we'll also provide appropriate follow-up with specific reporters and editors to make sure that NMHIX's stories are published and that they maintain their strategic edge. We will also plan and execute timely news conferences, generate press kits and collateral materials that get attention; we'll also ensure that key stakeholders are on-hand – from government officials and advocacy groups, to targeted members of the press. But since news saturation is not something that will benefit the NMHIX, we'll also prepare an outline of project benchmarks so that we can pre-plan and appropriately distribute the nature, number and type of outreach.

Statewide Media Tours

Media tours are a great way to get interested reporters out in the field to see the good work you're doing. But like all things, it's a balance. First off, we don't ever want to waste people's time so we will do our homework on who to invite, the diversity of media, the story angles, messaging, field representatives and many other strategic variables. Another example: we don't want to trap reporters on a 10-hour bus ride to Hidalgo County unless we have an extraordinary story to share. But we're used to taking these elements into consideration, so our two media tours – and any other field visits we encourage with the press – will be expertly managed and reflect the positive and productive messaging that complements our other outreach efforts.

DETAILED PRICE PROPOSAL

MEDIA ITEMS

Social Media Management	$120,000.00
Media Monitoring / Tracking	$55,000.00
Media Management	$95,000.00
Press Releases	$26,000.00
Media Tours	$19,500.00
Creative Development / redevelopment	$160,000.00
Website maintenance	$75,000.00

Paid Media / Advertising

Outdoor, Tv, Radio Print	$375,000.00
Digital Outreach / Paid digital	$250,000.00

Community engagement

Statewide Canvassers	$455,800.00
Navigator Subcontractors	$305,800.00
Outreach Targeting and Consultation	$195,000.00

STRATEGIC ITEMS

Development of Strategy	$50,000.00
Planning	$48,000.00
Polling	$250,000.00
Crisis Planning	$30,000.00
Reporting	$170,000.00

Administration

Administrative Implementation	$57,000.00
Travel (Mileage, Hotel, Per Diem, etc.)	$43,375.00

Total Less NMGRT	$2,780,475.00
NMGRT	$208,535.63

Total **$2,989,010.63**

Attachment A

Financials

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

RFP No. 2017/001

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION

COMBINED FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION

JUNE 30, 2017 AND 2016

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE and
ALBUQUERQUE HISPANO CHAMBER OF COMMERCE FOUNDATION

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JARAMILLO ACCOUNTING GROUP
CLARITY FROM COMPLEXITY
AUDIT, FRAUD, CONSULTING
www.JAGnm.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Albuquerque Hispano Chamber of Commerce and
Albuquerque Hispano Chamber of Commerce Foundation
Albuquerque, New Mexico

Report on the Financial Statements

We have audited the accompanying combined financial statements of the Albuquerque Hispano Chamber of Commerce (Chamber) and Albuquerque Hispano Chamber of Commerce Foundation (Foundation), collectively (the Organization) (a non-profit organization), which comprise the combined statements of financial position as of June 30, 2017 and 2016, and the related combined statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the combined financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

Board of Directors
Albuquerque Hispano Chamber of Commerce and
Albuquerque Hispano Chamber of Commerce Foundation

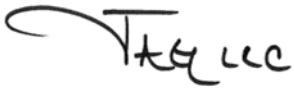
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of the Albuquerque Hispano Chamber of Commerce and Foundation as of June 30, 2017 and 2016, and the combined changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying combined statements of financial position and combined statements of activities are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.



Jaramillo Accounting Group LLC (JAG)

Albuquerque, New Mexico
October 18, 2017

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

	2017	2016
ASSETS		
Current assets		
Cash and cash equivalents	**$ 318,885**	$ 401,968
Accounts receivable	**135,531**	176,533
Prepaid expenses	**42,224**	50,833
Total current assets	**496,640**	629,334
Noncurrent assets		
Property, building and equipment, net	**3,308,791**	3,414,458
Other assets	**3,177**	3,177
Restricted cash	**-**	34,269
Restricted investment	**31,123**	27,806
Total noncurrent assets	**3,343,091**	3,479,710
Total assets	**$ 3,839,731**	$ 4,109,044
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	**$ 88,833**	$ 158,030
Accrued payroll	**19,577**	66,205
Accrued vacation payable	**15,561**	19,600
Deferred revenues	**61,731**	32,453
Other	**303**	40
Total liabilities	**186,005**	276,328
Contingency		
Net assets		
Unrestricted	**3,443,352**	3,681,124
Temporarily restricted	**184,944**	126,162
Permanently restricted	**25,430**	25,430
Total net assets	**3,653,726**	3,832,716
Total liabilities and net assets	**$ 3,839,731**	$ 4,109,044

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017

	Unrestricted	Temporarily Restricted	Permanent Restricted	Total
Support and revenue				
Support				
Government funding				
Grant revenue	$ 183,666	$ -	$ -	$ 183,666
Lodger's tax revenue	734,973	-	-	734,973
Contributions	40,950	-	-	40,950
Contributions - capital campaign	-	50,623	-	50,623
Contributions - scholarships	-	61,001	-	61,001
Total support	959,589	111,624	-	1,071,213
Revenue				
Membership dues	523,114	-	-	523,114
Special events revenue	495,430	-	-	495,430
Donations in-kind	207,673	-	-	207,673
Investment gains - Endowment Fund	-	3,317	-	3,317
Interest income	23	-	-	23
Rental revenue	56,650	-	-	56,650
Other	53,219	-	-	53,219
Total revenue	1,336,109	3,317	-	1,339,426
Net assets released from donor restrictions	56,159	(56,159)	-	-
Total support and revenue	2,351,857	58,782	-	2,410,639
Expenses				
Program services	1,734,437	-	-	1,734,437
Supporting services				
Fundraising	629,001	-	-	629,001
General and administrative	226,191	-	-	226,191
Total supporting services	855,192	-	-	855,192
Total expenses	2,589,629	-	-	2,589,629
Change in net assets	(237,772)	58,782	-	(178,990)
Net assets, beginning of year	3,681,124	126,162	25,430	3,832,716
Net assets, end of year	$ 3,443,352	$ 184,944	$ 25,430	$ 3,653,726

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016

	Unrestricted	Temporarily Restricted	Permanent Restricted	Total
Support and revenue				
Support				
Government funding				
Grant revenue	$ 230,353	$ -	$ -	$ 230,353
Lodger's tax revenue	720,027	-	-	720,027
Contributions	54,300	-	2,480	56,780
Contributions - capital campaign	-	92,343	-	92,343
Contributions - scholarships	-	75,404	-	75,404
Total support	1,004,680	167,747	2,480	1,174,907
Revenue				
Membership dues	546,586	-	-	546,586
Special events revenue	482,524	-	-	482,524
Donations in-kind	211,309	-	-	211,309
Investment losses - Endowment Fund	-	(693)	-	(693)
Interest income	25	-	-	25
Rental revenue	54,450	-	-	54,450
Other	3,160	-	-	3,160
Total revenue	1,298,054	(693)	-	1,297,361
Net assets released from donor restrictions	225,055	(225,055)	-	-
Total support and revenue	2,527,789	(58,001)	2,480	2,472,268
Expenses				
Program services	1,766,811	-	-	1,766,811
Supporting services				
Fundraising	522,252	-	-	522,252
General and administrative	201,884	-	-	201,884
Total supporting services	724,136	-	-	724,136
Total expenses	2,490,947	-	-	2,490,947
Change in net assets	36,842	(58,001)	2,480	(18,679)
Net assets, beginning of year	3,644,282	184,163	22,950	3,851,395
Net assets, end of year	$ 3,681,124	$ 126,162	$ 25,430	$ 3,832,716

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENTS OF CASH FLOW
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	**$ (178,990)**	$ (18,679)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	**107,450**	116,992
Loss (gain) on endowment investment	**(3,706)**	693
Change in assets and liabilities:		
Restricted cash	**34,269**	-
Accounts receivable	**41,002**	(110,223)
Prepaid expenses and other assets	**8,609**	(31,232)
Accounts payable	**(68,808)**	(5,338)
Accrued liabilities and other liabilities	**(50,404)**	13,555
Deferred revenues	**29,278**	(9,479)
Total adjustments	**97,690**	(25,032)
Net cash used in operating activities	**(81,300)**	(43,711)
Cash flows from investing activities		
Donation of restricted endowment investment	**-**	(2,480)
Purchase of equipment	**(1,783)**	-
Net cash used in investing activities	**(1,783)**	(2,480)
Cash flows from financing activities		
Repayments on line-of-credit	**-**	**-**
Repayments on long-term debt	**-**	(170,778)
Net cash used in financing activities	**-**	(170,778)
Net (decrease) increase in cash and cash equivalents	**(83,083)**	(216,969)
Cash and cash equivalents, beginning of year	**401,968**	618,937
Cash and cash equivalents, end of year	**$ 318,885**	$ 401,968
Supplemental cash flow information		
Cash paid for interest	**$ -**	$ 3,625

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Program Services	Fundraising	General and Administrative	Total
Personnel expenditures				
Salaries	$ 850,680	$ 116,862	$ 135,342	$ 1,102,884
Payroll taxes	70,911	5,652	11,066	87,629
Employee benefits	51,846	2,809	12,734	67,389
Total personnel expenditures	973,437	125,323	159,142	1,257,902
Operating expenditures				
Advertising & promotion	141,880	2,570	-	144,450
Auto expense	14,552	934	1,036	16,522
Bank service charges	13,767	183	625	14,575
Communications	20,463	2,641	3,295	26,399
Community outreach	-	-	-	-
Contract services	113,618	126,112	8,085	247,815
Dues & subscriptions	7,679	55	575	8,309
Equipment lease	8,279	2,953	1,742	12,974
Insurance	16,392	1,957	2,792	21,141
Interest	-	-	-	-
In-kind used	36,314	195,976	-	232,290
Meals & entertainment	49,701	142,264	25,735	217,700
Office supplies	21,660	6,266	8,437	36,363
Postage & freight	2,763	3,236	621	6,620
Printing	8,180	10,012	669	18,861
Professional fees: accounting	17,360	2,063	3,005	22,428
Professional fees: other	3,552	414	603	4,569
Registration fees	13,401	122	2,131	15,654
Rent	1,291	936	-	2,227
Repairs & maintenance	32,982	583	794	34,359
Scholarships & grants	55,026	-	-	55,026
Taxes & licenses	4,028	-	-	4,028
Travel expenses	37,686	551	1,334	39,571
Utilities	32,975	3,850	5,572	42,397
Total operating expenditures before depreciation	653,550	503,678	67,049	1,224,277
Depreciation	107,450	-	-	107,450
Total expenses	$ 1,734,437	$ 629,001	$ 226,191	$ 2,589,629

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016

	Program Services	Fundraising	General and Administrative	Total
Personnel expenditures				
Salaries	$ 734,818	$ 73,193	$ 121,806	$ 929,817
Payroll taxes	64,504	6,709	10,923	82,136
Employee benefits	46,226	2,504	14,775	63,505
Total personnel expenditures	845,548	82,406	147,504	1,075,458
Operating expenditures				
Advertising & promotion	151,033	764	-	151,797
Auto expense	18,569	1,205	884	20,658
Bank service charges	11,357	118	324	11,799
Communications	17,561	2,167	2,699	22,427
Community outreach	500	-	-	500
Contract services	182,283	129,299	7,356	318,938
Dues & subscriptions	6,481	127	1,998	8,606
Equipment lease	13,434	2,095	580	16,109
Insurance	16,152	1,976	2,492	20,620
Interest	7,355	-	1,084	8,439
In-kind used	39,658	170,344	-	210,002
Meals & entertainment	70,500	102,502	17,267	190,269
Office supplies	38,576	6,390	5,409	50,375
Postage & freight	3,341	1,778	812	5,931
Printing	13,887	10,871	1,180	25,938
Professional fees: accounting	17,548	2,147	2,707	22,402
Professional fees: other	2,442	299	377	3,118
Registration fees	11,540	-	1,460	13,000
Rent	539	3,400	-	3,939
Repairs & maintenance	25,040	466	903	26,409
Scholarships & grants	81,500	-	-	81,500
Taxes & licenses	4,060	-	-	4,060
Travel expenses	39,542	260	2,260	42,062
Utilities	31,373	3,638	4,588	39,599
Total operating expenditures before depreciation	804,271	439,846	54,380	1,298,497
Depreciation	116,992	-	-	116,992
Total expenses	$ 1,766,811	$ 522,252	$ 201,884	$ 2,490,947

See Notes to Financial Statements.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Albuquerque Hispano Chamber of Commerce (Chamber) (AHCC) is a not-for-profit organization organized to: provide the medium by which the Chamber and small business person can unitedly contribute to the general economic and civic development in the Albuquerque area; advance the general awareness of the Chamber and small businessperson in regard to business opportunities; perpetuate, protect, and promote the Hispanic culture, language and traditions; and to function as an institutional advocate for issues affecting the Chamber and small businessperson, both civically and economically. The Chamber receives its support primarily from local, state and federal grants, membership dues and contributions. The Albuquerque Hispano Chamber of Commerce Foundation (Foundation) is a not-for-profit organization organized to provide support to the Chamber and operates the Barelas Economic Opportunity Center (BEOC). The BEOC mission is to provide a complete array of services designed to help members with their business needs and the community with a trained labor pool. All remaining references to the Chamber or AHCC include the Foundation, unless otherwise noted.

Basis of accounting and presentation. The Chamber reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets

The Chamber has both a majority voting interest and economic interest in the Foundation. Accordingly, the Foundation's financial statements have been combined with the Chamber's financial statements.

Principles of combination. The accompanying combined financial statements include the accounts of the Chamber and the Foundation. All material related party balances and transactions have been eliminated in the combination.

Accounts receivable. Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded in revenue when received. Accounts receivable are determined delinquent based upon how recently payment has been received, but the Chamber does not charge interest on delinquent accounts.

Advertising costs. Advertising costs are expensed as incurred and are included in program services and fundraising expenses. Total advertising expenses approximated $144,000 and $151,800 in 2017 and 2016, respectively.

Cash and cash equivalents. For purposes of the combined statements of cash flows, cash and cash equivalents consist of cash held in checking with original maturities of less than 90 days. The Chamber's cash deposits exceeded Federal Deposit Insurance Corporation (FDIC) limits at various times during the fiscal years ending June 30, 2017 and 2016.

Deferred revenues. Deferred revenues represent advance sponsor payments received for future events, grant funds, and prepaid membership dues received in advance of costs being incurred.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated professional services. The Chamber pays for most professional services requiring specific expertise. Donated professional services that require specific expertise, if material, are recorded in the combined financial statements.

Donated materials and products. Donated materials and products are recorded at the estimated fair value at the date of donation.

Donations in-kind. Donations in-kind include the fair market value received for complimentary rooms used by the Chamber's convention and tourism department for booking conventions. Additionally, the Chamber receives and has recorded promotional advertising donated from the media for its annual banquet. It also includes the fair market value of services and products received for trades of membership dues and banquet fees.

Fair value of assets and liabilities. The Chamber and Foundation follows accounting standards for fair value measurements, which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

Fair value measurements define fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements also establish a fair value hierarchy which requires an entity to maximize the use of observable input and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 – Quoted prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in active markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The Foundation's investments are valued using Level 2 inputs and are based primarily on quoted prices for similar asset in active or inactive markets.

Fixed assets and depreciation. Property, building and equipment are recorded at cost. Purchases of property and equipment with a cost in excess of $2,000 and a useful life of more than one year are capitalized. Donated items are recorded at estimated fair value on the date of donation. Depreciation is calculated on a straight-line basis over the estimated useful lives of the related assets.

Furniture and fixtures	3-7 years
Equipment	3-5 years
Building and improvements	40 years

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional allocation of expenses. The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs, fundraising, and support services benefited.

Gifts of long-lived operating assets. Gifts of long-lived operating assets such as land, buildings, or equipment are reported as unrestricted support, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Income taxes. The Chamber is exempt from income taxes under Section 501(c)(6) and the Foundation is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made. The Chamber recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merit of the position. Any such tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The Chamber had no unrecognized tax benefits at June 30, 2017 or 2016. The Chamber files an exempt organization return with the Internal Revenue Service (IRS). The Chamber is no longer subject to income tax examinations by the IRS for tax years through June 30, 2014.

Reclassifications. Certain reclassifications were made in the 2016 financial statements to conform to 2017 presentation.

Restricted and unrestricted support and revenue. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (i.e., when the purpose of the restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

Use of estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2. CASH AND RESTRICTED CASH

Cash consists of the following:

	2017	2016
General account	**$ 231,428**	$ 286,972
Foundation	**87,057**	114,596
Petty cash	**400**	400
Total cash	**$ 318,885**	$ 401,968
Restricted cash		
Compensating cash with City of Albuquerque	**$ -**	$ 34,269

Restricted cash was restricted as a compensating balance for a Section 108 HUD loan that was paid off during the year ended 2016.

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are as follows at June 30:

	2017	2016
Sponsorship receivable	**$ 72,833**	$ 55,715
Trade accounts receivable	**39,365**	55,796
Grant receivables	**23,333**	2,029
Advances receivable	**-**	200
Lodger's tax receivable	**-**	62,793
Total accounts receivable	**$ 135,531**	$ 176,533

Management has determined that the accounts receivable are fully collectible and, accordingly, no allowance has been provided for uncollectible accounts.

NOTE 4. PROPERTY, BUILDING AND EQUIPMENT

Property, building, and equipment are as follows at June 30:

	2017	2016
Building and improvements	**$ 4,246,374**	$ 4,246,374
Computers	**152,329**	152,329
Computer software	**125,595**	123,812
Furniture & fixtures	**345,532**	345,532
	4,869,830	4,868,047
Accumulated depreciation	**(1,809,052)**	(1,701,602)
Net building and equipment	**3,060,778**	3,166,445
Land	**248,013**	248,013
Net property, building and equipment	**$ 3,308,791**	$ 3,414,458

During fiscal year 2008, the U.S. Economic Development Administration (EDA) provided a grant in the amount of $1,450,000 to assist in the construction of the Chamber's west building. The grant required the EDA to place a lien on the west building for 20 years. The lien is effective through September 21, 2027.

NOTE 5. LINE-OF-CREDIT

The Chamber has established a bank line-of-credit with a local bank. The maximum amount available under the line-of-credit was $150,000 as of June 30, 2017 and 2016. There were no amounts outstanding under the bank line-of-credit as of June 30, 2017 and 2016. The line-of-credit accrues interest at a rate equal to the sum of the applicable index plus 1.500%, or a floor rate of 5.00% (5.00% at June 30, 2017 and 2016). The line-of-credit matures on May 1, 2018 and is secured by certain property and equipment.

NOTE 6. RETIREMENT PLAN

The Chamber participates in a 401(k) profit sharing retirement plan. Employees may participate in the plan after one year of service and having worked 1,000 hours. The Chamber matches employee contributions up to 6% of salaries. The total cost under the Plan was $21,887 and $22,635 for the years ended June 30, 2017 and 2016, respectively.

NOTE 7. NET ASSETS

Temporarily restricted net assets consist of the following at June 30:

	2017	2016
BEOC Support	**$ 169,192**	$ 119,702
Scholarships	**10,059**	4,084
Earnings on Endowment (net of expenses)		
Albuquerque Community Foundation	**5,693**	2,376
	$ 184,944	$ 126,162

Permanently restricted net assets consist of the following at June 30:

	2017	2016
Endowment held at Albuquerque Community Foundation	**$ 25,430**	$ 25,430

NOTE 8. ENDOWMENT AND RELATED RESTRICTED INVESTMENT

The Foundation's endowment (Albuquerque Hispano Chamber of Commerce Endowment Fund, "Endowment Fund") is held at and administered by the Albuquerque Community Foundation. The Foundation's Endowment Fund participates in an investment pool along with other local non-profits. The Endowment Fund investment is classified on the combined statements of financial position as a restricted investment. The Endowment Fund is to be used for the charitable, scientific or educational objectives of the Foundation.

As required by GAAP, net assets associated with endowment funds are classified and reported based on the existence of donor-imposed restrictions. The endowment corpus is classified as a permanently restricted net asset and the earnings on the endowment corpus are classified as a temporarily restricted net asset until distributed. Changes in the endowment net assets and related restricted investment for the years ending June 30, 2017 and 2016 are as follows:

	2017	2016
Beginning balance	**$ 27,806**	$ 26,019
Contributions	**-**	2,480
Gains (losses) (net of investment expenses)	**3,317**	(693)
Ending balance	**$ 31,123**	$ 27,806

The annual distribution percentage for a fiscal year will be 4.5% of the time-weighted average balance of each fund for the previous twelve quarters. If a fund does not have historical fund balances for twelve quarters then it shall instead use the total number of historical fund balances that it has until such time it has a twelve-quarter history. No amounts were distributed during the years ended June 30, 2017 and 2016.

NOTE 9. CONTINGENCY

The Chamber's federal grants and programs are subject to audit by various grantor agencies. These audits may result in disallowance of claimed reimbursable expenses under rules and regulations of the various programs. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date. Management believes that the Chamber is following grantor restrictions.

NOTE 10. SPECIAL EVENTS

The Chamber tracks the revenue and expenses for each of its special events. Special events revenue in total is presented in the combined statement of activities. The cost of the direct benefit of the special event is included in certain functional expense categories. Special events revenue, cost of special events revenue, and net revenue for the years ended June 30, 2017 and 2016, by special event is as follows:

For the year ended June 30, 2017:

Special Event	Revenues	Expenses	Net
Annual Gala	$ 566,823	$ 376,952	$ 189,871
Golf Tournament	49,496	30,337	19,159
Education Banquet	31,980	19,571	12,409
Hispanic Heritage Luncheon	29,000	22,941	6,059
After Party	11,915	6,751	5,164
Winter Market	12,150	10,006	2,144
Health Fair	900	133	767
Film Lunch	440	336	104
Let's Get Social	360	297	63
	703,064	467,324	235,740
Less: In-kind contribution/expense	(188,476)	(200,476)	12,000
	514,588	$ 266,848	$ 247,740
Less: Golf Tournament - transfer to scholarships	(19,158)		
Total special events revenue	$ 495,430		

NOTE 10. SPECIAL EVENTS (CONTINUED)

For the year ended June 30, 2016:

Special Event	Revenues	Expenses	Net
After Party	$ 34,315	$ 19,748	$ 14,567
Annual Gala	519,867	362,608	157,259
Education Banquet	40,581	26,900	13,681
Golf Tournament	44,638	17,984	26,654
Hispanic Heritage Luncheon	26,955	15,997	10,958
Mercado	16,859	9,292	7,567
	683,215	452,529	230,686
Less: In-kind contribution/expense	(175,037)	(175,037)	-
	508,178	$ 277,492	$ 230,686
Less: Golf Tournament - transfer to scholarships	(25,654)		
Total special events revenue	$ 482,524		

NOTE 11. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are issued. The Chamber recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Chamber's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the statement of financial position but arose after the balance sheet date and before financial statements are available to be issued.

The Chamber has evaluated subsequent events through October 18, 2017, which is the date the combined financial statements are available to be issued. The Chamber is not aware of any material subsequent events which would require disclosure in the accompanying footnotes of the combined financial statements.

SUPPLEMENTAL INFORMATION

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017

	Chamber	Foundation	Eliminations	Combined
ASSETS				
Current assets				
Cash and cash equivalents	$ 231,828	$ 87,057	$ -	$ 318,885
Accounts receivable	104,671	30,860	-	135,531
Due from Chamber	-	59,961	(59,961)	-
Prepaid expenses	35,862	6,362	-	42,224
Total current assets	372,361	184,240	(59,961)	496,640
Noncurrent assets				
Property, building and equipment, net	3,308,791	-	-	3,308,791
Restricted cash	-	-	-	-
Restricted investments	-	31,123	-	31,123
Other assets	3,177	-	-	3,177
Total noncurrent assets	3,311,968	31,123	-	3,343,091
Total assets	$ 3,684,329	$ 215,363	$ (59,961)	$ 3,839,731
LIABILITIES AND NET ASSETS				
Current liabilities				
Accounts payable	$ 24,876	$ 63,957	$ -	$ 88,833
Accrued payroll	19,577	-	-	19,577
Accrued vacation payable	15,561	-	-	15,561
Deferred revenues	32,874	28,857	-	61,731
Due to Foundation	59,961	-	(59,961)	-
Other	303	-	-	303
Total liabilities	153,152	92,814	(59,961)	186,005
Contingency				
Net assets				
Unrestricted	3,531,177	(87,825)	-	3,443,352
Temporarily restricted	-	184,944	-	184,944
Permanently restricted	-	25,430	-	25,430
Total net assets	3,531,177	122,549	-	3,653,726
Total liabilities and net assets	$ 3,684,329	$ 215,363	$ (59,961)	$ 3,839,731

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2016

	Chamber	Foundation	Eliminations	Combined
ASSETS				
Current assets				
Cash and cash equivalents	$ 287,372	$ 114,596	$ -	$ 401,968
Accounts receivable	145,278	31,255	-	176,533
Due from Chamber	-	44,185	(44,185)	-
Prepaid expenses	44,471	6,362	-	50,833
Total current assets	477,121	196,398	(44,185)	629,334
Noncurrent assets				
Property, building and equipment, net	3,414,458	-	-	3,414,458
Restricted cash	34,269	-	-	34,269
Restricted investments	-	27,806	-	27,806
Other assets	3,177	-	-	3,177
Total noncurrent assets	3,451,904	27,806	-	3,479,710
Total assets	$ 3,929,025	$ 224,204	$ (44,185)	$ 4,109,044
LIABILITIES AND NET ASSETS				
Current liabilities				
Accounts payable	$ 63,224	$ 94,806	$ -	$ 158,030
Accrued payroll	66,205	-	-	66,205
Accrued vacation payable	19,600	-	-	19,600
Deferred revenues	29,353	3,100	-	32,453
Due to Foundation	44,185		(44,185)	-
Other	40	-	-	40
Total liabilities	222,607	97,906	(44,185)	276,328
Contingency				
Net assets				
Unrestricted	3,706,418	(25,294)	-	3,681,124
Temporarily restricted	-	126,162	-	126,162
Permanently restricted	-	25,430	-	25,430
Total net assets	3,706,418	126,298	-	3,832,716
Total liabilities and net assets	$ 3,929,025	$ 224,204	$ (44,185)	$ 4,109,044

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINING STATEMENT OF ACTIVITIES
JUNE 30, 2017

	Chamber			Foundation				
	Unrestricted	Temporarily Restricted	Permanent Restricted	Unrestricted	Temporarily Restricted	Permanent Restricted	Eliminating Entries	Total
Support and revenue								
Support								
Government funding								
Grant revenue	$ 160,666	$ -	$ -	$ 23,000	$ -	$ -	$ -	$ 183,666
Lodger's tax revenue	734,973	-	-	-	-	-	-	734,973
Contributions	-	-	-	40,950	-	-	-	40,950
Contributions - capital campaign	-	-	-	-	50,623	-	-	50,623
Contributions - scholarships	-	-	-	-	61,001	-	-	61,001
Total support	895,639	-	-	63,950	111,624	-	-	1,071,213
Revenue								
Membership dues	523,114	-	-	-	-	-	-	523,114
Special events revenue	481,870	-	-	13,560	-	-	-	495,430
Donations in-kind	191,108	-	-	16,565	-	-	-	207,673
Investment gains (net) - Endowment Fund	-	-	-	-	3,317	-	-	3,317
Interest income	14	-	-	9	-	-	-	23
Rental revenue	56,650	-	-	-	-	-	-	56,650
Other	53,219	-	-	-	-	-	-	53,219
Total revenue	1,305,975	-	-	30,134	3,317	-	-	1,339,426
Net assets released from donor restrictions	-	-	-	56,159	(56,159)	-	-	-
Total support and revenue	2,201,614	-	-	150,243	58,782	-	-	2,410,639
Expenses								
Program services	1,659,855	-	-	74,582	-	-	-	1,734,437
Supporting services								
Fundraising	547,531	-	-	81,470	-	-	-	629,001
General and administrative	225,801	-	-	390	-	-	-	226,191
Total supporting services	773,332	-	-	81,860	-	-	-	855,192
Total expenses	2,433,187	-	-	156,442	-	-	-	2,589,629
Transfer in (out)	56,332	-	-	(56,332)	-	-	-	-
Change in net assets	(175,241)	-	-	(62,531)	58,782	-	-	(178,990)
Net assets, beginning of year	3,706,418	-	-	(25,294)	126,162	25,430	-	3,832,716
Net assets, end of year	$ 3,531,177	$ -	$ -	$ (87,825)	$ 184,944	$ 25,430	$ -	$ 3,653,726

See Notes to Financial Statements.

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE AND FOUNDATION
COMBINING STATEMENT OF ACTIVITIES
JUNE 30, 2016

	Chamber			Foundation				
	Unrestricted	Temporarily Restricted	Permanent Restricted	Unrestricted	Temporarily Restricted	Permanent Restricted	Eliminating Entries	Total
Support and revenue								
Support								
Government funding								
Grant revenue	$ 202,853	$ -	$ -	$ 27,500	$ -	$ -	$ -	$ 230,353
Lodger's tax revenue	720,027	-	-	-	-	-	-	720,027
Contributions	-	-	-	54,300	-	2,480	-	56,780
Contributions - capital campaign	-	-	-	-	92,343	-	-	92,343
Contributions - scholarships	-	-	-	-	75,404	-	-	75,404
Total support	922,880	-	-	81,800	167,747	2,480	-	1,174,907
Revenue								
Membership dues	546,586	-	-	-	-	-	-	546,586
Special events revenue	466,415	-	-	16,109	-	-	-	482,524
Donations in-kind	203,616	-	-	7,693	-	-	-	211,309
Investment gains - Endowment Fund	-	-	-	-	(693)	-	-	(693)
Interest income	12	-	-	13	-	-	-	25
Rental revenue	54,450	-	-	-	-	-	-	54,450
Other	3,160	-	-	-	-	-	-	3,160
Total revenue	1,274,239	-	-	23,815	(693)	-	-	1,297,361
Net assets released from donor restrictions	-	-	-	225,055	(225,055)	-	-	-
Total support and revenue	2,197,119	-	-	330,670	(58,001)	2,480	-	2,472,268
Expenses								
Program services	1,640,653	-	-	126,158	-	-	-	1,766,811
Supporting services								
Fundraising	521,252	-	-	1,000	-	-	-	522,252
General and administrative	201,749	-	-	135	-	-	-	201,884
Total supporting services	723,001	-	-	1,135	-	-	-	724,136
Total expenses	2,363,654	-	-	127,293	-	-	-	2,490,947
Transfer in (out)	247,221	-	-	(247,221)	-	-	-	-
Change in net assets	80,686	-	-	(43,844)	(58,001)	2,480	-	(18,679)
Net assets, beginning of year	3,625,732	-	-	18,550	184,163	22,950	-	3,851,395
Net assets, end of year	$ 3,706,418	$ -	$ -	$ (25,294)	$ 126,162	$ 25,430	$ -	$ 3,832,716

See Notes to Financial Statements.

JARAMILLO ACCOUNTING GROUP
CLARITY FROM COMPLEXITY

Communication with Those Charged with Governance
at the Conclusion of the Audit

October 18, 2017

To the Board of Directors of the Albuquerque Hispano Chamber of Commerce and Albuquerque Hispano Chamber of Commerce Foundation

We have audited the combined financial statements of Albuquerque Hispano Chamber of Commerce and the Albuquerque Hispano Chamber of Commerce Foundation (collectively the "Chamber") for the year ended June 30, 2017, and have issued our report thereon dated October 18, 2017. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information the engagement letter dated June 15, 2017. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Chamber are described in Note 1 to the combined financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2017. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimate affecting the financial statements was:

> Management's estimate of depreciation. We evaluated the key factors and assumptions used to develop the useful life of capital assets in determining that it is reasonable in relation to the combined financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

> Due to the reliance on Special Events, which is used to both promote the Organization and provide revenue for the Organization, we believe this disclosure in Note 10 is most sensitive note in the combined financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Reclassifications

Certain reclassifications were made in the 2016 financial statements to conform to 2017 presentation.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 18, 2017.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

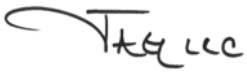
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the combined financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors of the Chamber and Foundation and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Jaramillo Accounting Group LLC (JAG)
Albuquerque, New Mexico
October 18, 2017

Attachment B

Insurance

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

RFP No. 2017/001

ALBUHIS-01 MJORDAN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melissa.jordan@hubinternational.com
INSURED Albuquerque Hispano Chamber of Commerce 1309 Fourth Street, SW Albuquerque, NM 87102	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Donegal Mutual Insurance Company — 13692 INSURER B : Mountain States Indemnity Company — 10177 INSURER C : New Mexico Premier Insurance Company — 13675 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		CPP0250643	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP0260439	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UMB0260442	07/01/2017	07/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		12712	07/15/2017	07/15/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New Mexico Health Insurance Exchange, Outreach & Education Services (RFP No. 2017/001)

CERTIFICATE HOLDER

New Mexico Health Insurance Exchange
7601 Jefferson NE, Ste 160
Albuquerque, NM 87110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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This endorsement changes the policy **CL 0184 01 01**
– PLEASE READ THIS CAREFULLY--

AMENDATORY ENDORSEMENT

NEW MEXICO

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

   Cancellation – "You" may cancel this policy by returning it to "us" or by giving "us" a written notice and stating at what future time coverage is to stop.

   "We" may cancel this policy, or one or more of its parts, by a written notice delivered or mailed to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

   If this policy has been in effect for less than 60 days, "we" may cancel this policy for any reason. "We" will give "you" notice at least ten days before the cancellation is effective.

   If this policy has been in effect for 60 days or more or is a renewal policy, "we" may cancel for one or more of the following reasons:

   a. the premium has not been paid when due;

   b. the policy was obtained through material misrepresentation, fraudulent statements, omissions, or concealment of fact material to the acceptance of the risk or to the hazard assumed by "us";

   c. willful and negligent acts or omissions by "you" which have substantially increased the hazards insured against;

   d. "you" presented a claim based on fraud or material misrepresentation; or

   e. there has been a substantial change in the risk assumed by "us" since the policy was issued.

   If "we" cancel due to nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective.

   If "we" cancel due to the reason in item e. above after the policy has been in effect for 60 days or more, "we" will give "you" notice at least 30 days before cancellation is effective.

   If "we" cancel for any other reason after the policy has been in effect for 60 days or more, "we" will give "you" notice of cancellation at least 15 days before the cancellation is effective.

   The notice will state the reason(s) for cancellation and will state the time that the cancellation is to take effect.

   If "we" cancel, "we" will return all unearned premiums, if any. If "you" cancel, the refund will be calculated according to "our" rules.

   "Your" return premium will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

2. Under Common Policy Conditions, the following condition is added:

   Nonrenewal -- If "we" decide not to renew this policy, "we" must give "you" written notice of "our" intention not less than 30 days prior to the expiration of the policy. Nonrenewal does not apply to any policy of insurance issued to "you" that has its principal place of business outside this state.

3. Under Common Policy Conditions, the following condition is added:

   Renewal -- If "we" decide to renew this policy with any additional limitation, restriction in coverage, or change in deductible, "we" will provide written notice to "your" agent or to "you" not less than 30 days prior to the effective date of the change.

Copyright, American Association of Insurance Services, Inc., 2009

1. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**
SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. The limit shown in **1.b.** for the costs of bail bonds in increased to $3,000.
B. The limit shown in **1.d.** for all reasonable expenses incurred at our request, including actual loss of earnings because of time off work, is increased to $1,500.

2. **MISCELLANEOUS ADDITIONAL INSUREDS**
SECTION II – WHO IS AN INSURED is amended to include as an insured any person or organization (known as additional insured) described in paragraphs **(1)** through **(7)** below, whom you are required to add as an additional insured on this policy under a written contract or agreement. The written contract or agreement must be:

A. Currently in effect or becoming effective during the term of this policy; and
B. Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury", but

only the following persons or organizations are additional insureds under this endorsement, and coverage provided to such additional insureds is limited as provided herein.

(1) ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER
SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability as a Mortgagee, Assignee or Receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule of All Locations You Own, Rent or Occupy.

a. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(2) ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability as a Manager or Lessor of premises and arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule of All Locations You Own, Rent or Occupy, and subject to the following additional exclusions:

a. This insurance does not apply to:
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or for that person or organization.

(3) ADDITIONAL INSURED - CONTROLLING INTEREST
SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability arising out of:

a. Their financial control of you; or
b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(4) ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES
SECTION II - WHO IS AN INSURED is amended to include as an insured a co-owner of the insured's premises with respect to their liability arising out of their liability as co-owner of such premises.

(5) ADDITIONAL INSURED - OWNERS OR OTHER INTEREST FROM WHOM LAND HAS BEEN LEASED
SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization with respect to their liability arising out of the ownership, maintenance or us of that part of the land leased to you and shown in the Schedule of All Locations You Own, Rent or Occupy, and subject to the following additional exclusions:

Attachment C

Resumes

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

RFP No. 2017/001

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

1309 4th Street SW • El Camino Real • Albuquerque, NM 87102 • 505.842.9003 • Fax 505.764.9664
www.ahcnm.org

Ernie C'deBaca
PRESIDENT/CEO

2017 EXECUTIVE COMMITTEE

Rudy Beserra
CHAIRMAN

Michelle Hernandez
CHAIR ELECT

Paul Chavez
TREASURER

Dennis L. Garcia
SECRETARY

Anthony Tenorio
VICE-CHAIR

Sherman McCorkle
VICE-CHAIR

Mary Martinez
VICE-CHAIR

Steve Schroeder
PAST CHAIRMAN

2017 BOARD OF DIRECTORS

Linda Alvarado
Gene Baca
Patrick Baldonado
Robin Brule'
Thomas Domme
JP Espinoza
Samuel Garcia
Steve Garcia
DJ Heckes
Eric Herrera
Patricia Knighten
Janice Lucero
Larry Lujan
Melonie Mathews
Demesia Padilla
Gary Sanchez
Leonard Sanchez
Vivian Sisneros, Jr.
Joan Tafoya
James Torres
Anthony D. Trujillo

EX-OFFICIOS

Monica Armenta
Phillip Bustos
Colonel Richard W. Gibbs
Laura Kesselman
Gary Oppedahl
Klarissa J. Peña
Steven Michael Quezada
John A. Sanchez
Ken Sanchez
Eliseo "Cheo" Torres

Synthia Jaramillo
Chief Operating Officer
Albuquerque Hispano Chamber of Commerce

A highly accomplished entrepreneurship and small business thought leader with extensive management experience in multiple areas including: program design and implementation; benchmarking; corporate, community, and public relations; project coordination; grant writing, staff training and supervision; strategic planning; budgeting and financial analysis and others. Synthia also has extensive experience serving as liaison to prominent local and national corporate, government, and community groups and institutions. Synthia is a recognized thought leader in entrepreneurship, community growth, small business growth and community empowerment. She has completed an extensive graduate-level executive training at two of the nation's most prestigious academic institutions: the University of Notre Dame, Mendoza College and most currently Stanford University's Latino Entrepreneurship Education Scaling program. Synthia also attends the West Institute at Loyola Marymount University, where she receives cutting-edge leadership and strategic business and non-profit executive training.

Synthia has served, and continues to serve, on several national and local Boards of Directors, is an active member of the At the Table Chamber Leader Committee, a Women in Business & Leadership USHCC Foundation Committee, is a founding Leader/Member of Albuquerque's Living Cities Integration Initiative, and was honored as one of the 2015 Women of Influence by Albuquerque Business First.

- Currently accountable for maximizing the performance of the various departments, including but not limited to: Membership & Development, Convention & Tourism, Economic Development and Workforce/Education. Synthia is responsible for all activities related to the operations of the Small Business Entrepreneurship Center (SBEC).

- She serves as the primary staff member and point of contact for the Board of Directors, Executive Committee and members regarding workforce training, development and economic initiatives.

- Responsible for the creation and implement economic development opportunities that will benefit AHCC and its membership and the community at large.

- Since October of 2013, program revenues for the chamber have increased by $4.1 million due to Synthia's efforts.

- Serving as the AHCC's eMercadoNM.com Project Manager, Synthia oversaw a $1 Million e-commerce web based business development program.

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Steven Michael Quezada
John A. Sanchez
Ken Sanchez
Eliseo "Cheo" Torres

TESSAH LATSON
Workforce Grant Writer and Program Development
Albuquerque Hispano Chamber of Commerce

Tessah is known for creative vision combined with critical analysis, entrepreneurial drive, and the ability to build relationships and get results. Tessah has nearly 20 years of experience in strategic nonprofit program and organizational development, community outreach and cross-sector coalition-building with an emphasis on disadvantaged populations. Tessah has served on both local and national Boards in support of at-risk youth and under-served populations and was honored in 2009 with Business First's 40 Under Forty award. She holds a BA from University of Massachusetts-Amherst and a MA in Intercultural Relations, Community Development Emphasis from Lesley University.

- In her current capacity with the AHCC, Tessah is responsible for developing, assessing and scaling new programs, cultivating community partnerships and grant funding, and providing guidance on strategic planning for the organization.

- Tessah served eight years as Program Director of the statewide New Mexico Business Leadership Network (NMBLN) where she played an instrumental role in the development of its LLC small business incubation subsidiary, NM Opportunity Group, for entrepreneurs with disabilities.

- Her interpretation of private-sector best practices guided the design and implementation of a Model Federal Employer Initiative funded by Cornell University & U.S. Department of Labor, where she oversaw scalable and replicable disability inclusion programs within the Federal sector, piloted across three Federal agencies housed in New Mexico.

- As a consultant to the National Federation of the Blind, Tessah was involved with the Louis Braille Bicentennial Commemorative Coin Act implementation & branding, bench-marking and national affiliate program development to increase Braille literacy, from youth education to Braille instructor certification processes and the establishment of national standards.

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Steven Michael Quezada
John A. Sanchez
Ken Sanchez
Eliseo "Cheo" Torres

FLORENTINO ZAMORA
Program Development & Grant Administrator
Albuquerque Hispano Chamber of Commerce

An experienced individual with extensive background in management and administration. Tino has managed projects in New Mexico, California and Washington D.C. for professional and educational organizations, worked in several administrative service positions in state government and universities, and operated successful local non-profit organizations. Teaching experience at the college level with substantial experience in training and technical assistance, with extensive experience in small business and entrepreneurial programs and services. Tino is widely regarded as a results-oriented manager who is recognized as a leader and decision-maker with excellent planning, organizational and management skills who excels under pressure. He motivates and mobilizes staff to increase performance and positively impact outcomes. Tino holds a Bachelor of Arts Degree in History from the University of New Mexico, and has completed Master's Coursework in Public Administration/Educational Administration, California State University, Sacramento, CA.

- Worked extensively for the past five years with the NM Health Insurance Exchange in order to provide qualified small businesses and qualified individuals with increased access to health insurance programs and plans. Developed and managed health care outreach and education projects to completion according to contract deliverables. Cultivated relationships with community groups, small businesses and business organizations regarding the Affordable Care Act (ACA).

- Co-Chairman of the team that created and ushered in national legislation in support of Vietnam Veterans' children affected by Agent Orange, piloting the model for VA compensation to families going forward.

- Directed a national nonprofit that supported Agent Orange-affected Veterans and their families, managing an $8.2 million budget which funded 92 outreach projects nationwide.

- Co-founded and directed two New Mexico statewide Veterans' organizations that provided support services to Veterans' families and served as the template for future Veteran organizations in New Mexico.

- Selected as SBA's NM Small Business Veteran Advocate of the Year

Douglas W. Turner

Founding Partner, Agenda, LLC

For more than 20 years, Doug has provided strategic and communications counsel to entities throughout New Mexico, executives of Fortune 500 companies, foreign and U.S. elected officials/agencies and nonprofit organizations. He is a founder and managing partner of Agenda, LLC, recently ranked by the Holmes Report as one of the top five public affairs firms in the United States and winner of multiple Pollie awards. Agenda has consistently been ranked as the top communications firm in New Mexico by both PR Week Magazine and by New Mexico Business First.

With clients ranging from major utilities and energy producers to trade associations, agriculture technology companies, research institutes and healthcare providers, Turner leads teams that focus on stakeholder and consumer engagement, public relations, and corporate and institutional branding, as well advocacy campaigns designed to drive consumer action.

In addition to his current work, Mr. Turner is a nationally known political and strategic consultant and has worked on major ballot initiatives and public issue campaigns throughout the United States, Asia and Europe. Mr. Turner was the key political strategist responsible for Governor Gary Johnson's (R-NM) successful gubernatorial campaigns in 1994 and 1998. He has also advised the Democratic Party of Japan on messaging and voter mobilization, provided press and media guidance during Ukraine's Orange Revolution, and served as a deputy political director for Steve Forbes' 2000 bid for President. In 2010 Turner provided strategic communications guidance to the Office of the Prime Minister of Japan immediately following the Fukushima nuclear disaster.

His healthcare experience is wide ranging. He was the lead strategist for the bilingual launch of PhRMA's Partnership for Prescription in New Mexico, has provided communications and engagement guidance to Catholic Health Services on grassroots and advocacy, and consumer engagement for the launch of UNMH Sandoval Regional Medical Center. He has also represented Lilly, Novartis, Pfizer and others on state formularies and more recently he developed and implemented the recent successful UNMH ballot initiative which will provide nearly $1b in funding.

Turner received his B.A. from the American University School of International Studies in Washington, D.C. and his M.A. in International Relations from the Centre Europeen de Recherches Internationales et Strategiques, Universite Libre de Bruxelles.

Mr. Turner previously worked for U.S. Senator Pete Domenici (ret.) on the Senate Budget Committee. In 2010, he was a Republican candidate for Governor of New Mexico and has served as Chairman of the New Mexico Judicial Standards Commission, the Foundation for Open Government and the New Mexico Coalition for Charter Schools.

Expertise

Strategic Planning

Community Outreach

Mission & Relations Strategies

Regulatory Advocacy

Public and Government Affairs

Grassroots Mobilization

Proposal & Promotion Development

Direct & Niche Marketing

Organizational QA/QC Management

New-business and Entrepreneurial Start-ups

Education

University College London, UK

MA, with Distinction, 1999

Clark University, Mass

BA, cum laude, 1995

Key Attributes

Grounded Leadership

Strong Communication Skills

Proven Business Development

Innovative Strategic Planner

Team Player

Professional and Highly Capable

Nicholas Parker
400 Gold Avenue, 12th Floor, Albuquerque, NM 87102
505.321.6398 · nparker@agenda-global.com

Summary

I enjoy providing high-level strategic planning, a wide range of communication and outreach options, thoughtful project management, skilled writing and editing, and directed marketing for industry, non-profits, government agencies, and organizations throughout the US and Europe. This is all possible thanks to my relationships with dynamic and energetic professionals; collaboration with bright clients, coworkers, and mentors; and the development of new opportunities and skills that ultimately improves my approach, delivery, and service.

Knowledge, Skills & Experience

Extensive organizational and managerial skills: Serve as a Vice President at Agenda, a highly respected public relations, strategic communications, advertising, and public affairs firm with a key office in Albuquerque. In this charge, I provide broad strategic planning, branding, PR, writing and advocacy, community outreach, government relations, and crisis communication services for a diverse client base in the US and in Europe. In my not-so-free time, I also serve as a principal/co-owner of a boutique planning firm, P3planning, focused on broad regulatory compliance and community engagement. In both positions, I provide comprehensive operational oversight and management on projects, clients, staff, and subconsultants. I also formulate and track project budgets; generate marketing materials, business proposals, PR, and Web-based documents. In addition, I lead client meetings; generate new business; supervise and mentor staff/subconsultants; collaborate with our creative team; and develop short- and long-range programs, business lines, and strategic plans.

Excellent communication skills: Areas of expertise include writing, editing, and QA/QC for: press releases, op-eds, feature articles, ad copy, marketing materials, status reports, technical reporting, professional communiqués, advocacy letters, proposals, popular press, and young audience materials. Also, experienced leading internal and external meetings; providing polished and directed remarks; and professionally representing broad client interests.

Professional Summary

Current Position: Vice President, Agenda - www.agenda-global.com
Tenure: 2015, 2017 – Present

Agenda is a national integrated public relations, strategic communications, advertising, and public affairs firm based in Washington, DC, but with a key office in Albuquerque. As a VP, I help develop new business and lead a wide range of proposal efforts; provide guidance to account executives and other staff; collaborate with our creative team; and lead project development and execution. On a daily basis, I work closely with industry, government, non-profits, tribes and pueblos, international organizations, and other clients on winning strategies and programs geared toward target audiences and strategic outcomes. These efforts are often in concert with overcoming regulatory hurdles, key perception issues, legal challenges, branding concerns, and short-, mid-, and long-term strategic planning efforts. Our techniques often blend proven grassroots and opinion-leader mobilization, along with leveraged stakeholder engagement, bilingual and multi-ethnic communication strategies, and innovative digital and social media. Over my 18-year career, I have contributed to hundreds of complex projects, including those focused on community building, healthcare, energy extraction, transmission and generation, solar, wind, oil and gas, railroads, pharmaceuticals, NATO, telecommunications, state and federal highways, tribes and pueblos, and water-related efforts.

Current Position: Principal/Co-owner, P3planning, LLC - www.p3planning.com
Tenure: 2012 – Present

Provide a wide range of strategic regulatory services, inclusive of managing staff, projects, and quality control for both commercial and federal interests throughout the western United States. As P3planning, we are committed to helping industry, agencies, and communities recognize and develop their common goals. P3planning provides a range of services, including: comprehensive planning, funding strategies, environmental compliance, cultural and natural resource studies, GIS, and public engagement and involvement. Additional duties include overseeing all aspects of the business: client relations, marketing, financials, insurance, projects, technical reporting, consultation, QA/QC, subcontractors, and teaming opportunities.

KATIE DuBERRY

Creative Director

CONTACT

400 Gold Ave. SW
12th Floor
Albuquerque, NM 87102

505-350-9704

PROFILE

Katie DuBerry has more than two decades of experience building brands and motivating consumers. Her broad experience encompasses the entire creative process from concept and content creation to final execution of integrated branding campaigns for local, regional and international clients. Katie is involved in every step of the branding/advertising process from developing the brand/communication strategy to concept, creation and final execution of all materials. And her work gets results. She knows how to get consumers' attention, enhance brand experiences and turn consumers into brand loyalists.

EDUCATION

BA, Mass Communications & Journalism,
University of New Mexico,
1993

EXPERIENCE

Agenda, July 2012 – Present
Creative Director

Responsible for overseeing the Creative Department, creating and executing marketing, advertising and social media strategies and campaigns, creating brands and web development. Katie is a content creator for all media, project manager on all web projects and account manager for advertising clients. She is responsible for developing focused strategies and creative solutions as well as setting and maintaining client budgets. She is also involved in new business development and workload management for department. Katie has used her talents to sway public opinion on a variety of political and social causes. Clients include Amputee Coalition, NATO, Atlantic Council, Green Mountain Power, OIC International and Fraternal Order of Police.

29 Lime, December 2011 – July 2012
Vice President/Creative Director

Responsible for managing creative department staff, overseeing all creative development and maintaining a high standard of excellence for creative product. Worked with creative teams to develop concepts, execute and implement ideas across all mediums from digital to broadcast to print. Involved in new business development and responsible for developing the branding/marketing strategy for all clients. Experience with a broad range of client categories from entertainment, fitness, healthcare and consumer goods to education, finance, public utilities and social causes.

Rick Johnson & Company, July 2006 - December 2011
Vice President/Creative Director

In charge of creative department staff, evangelist for the creative product, involved in the conceptualization, copywriting and production of broadcast, digital, print, outdoor and collateral. Mentored creative teams to help refine, focus and develop ideas and concepts. Heavily involved in developing the branding / marketing strategy for clients, setting and maintaining client budgets and client interaction throughout creative process from new business presentation to execution of final products. In charge of quality control for all creative elements. Clients included Giant Industries, McDonald's, New Mexico Department of Tourism, Juvenile Diabetes Research Foundation, Papa John's, San Jacinto Community College, UNM Health Sciences Center and Cancer Center and United Blood Services, among others.

Rick Johnson & Company: March 1999 - June 2006
Senior Copywriter

Responsible for concepting ideas with art directors, creating content for all mediums, presenting to clients and working with all internal departments including media, account services, production and web developers. She gained invaluable experience with large budget broadcast production. Clients included PNM, Forest City Covington, Susan G. Komen Foundation, Longford Homes and Traffic Safety Department.

Strascina & Partners, March 1996 – April March 1999
Copywriter

As the sole copywriter for a small agency, Katie gained great experience creating content for all clients, working with all mediums. She worked with designers to conceptualize, develop and execute brands and branding and advertising campaigns. In addition, she was responsible for all broadcast production, budgets and client approvals. Some clients included Simon Property Group, New Mexico Sports & Wellness, High Desert, Norwest Bank, Phelps Dodge, Presbyterian Health Plan and United Way.

Brian Sanderoff
Curriculum Vitae

Address

Office:
5140 San Francisco Road, NE
Albuquerque, NM 87109
505-821-5454
sanderoff@rpinc.com

Home:
1827 Calle Barbarita NW
Albuquerque, NM 87107

Education

University of New Mexico, B.A. Political Science

University of New Mexico, Attended Graduate School,
Political Science Department

Guest Lecturer
Taught an undergraduate 300 level course in Political Science Department of the University of New Mexico called *Campaign Management* (1985)

Educational Award

Most Distinguished Student Award,
University of New Mexico, Senior year

Professional Experience

April 1986
To Present

President of Research & Polling, Inc.
The largest market research, demographic analysis and public opinion polling corporation in New Mexico. Research & Polling has 15 full-time employees and 30 professional interviewers. Research & Polling specializes in public policy polling and litigation support including change of venue surveys. Brian Sanderoff has supervised the administration of over 1,500 survey research studies. Brian Sanderoff's major clients include New Mexico Administrative Office of the Courts, New Mexico State Legislature, Intel Corporation, Presbyterian Healthcare Services, PNM, and the Albuquerque Journal. Research & Polling has provided redistricting services on more than 100 occasions for various local and state government entities. Research & Polling maintains a database which includes the names and addresses of New Mexico's adult population and registered voter population. Research & Polling also operates a census related geographic information system which contains New Mexico's 137,000 census blocks.

Brian Sanderoff has been the political pollster/election analyst for the *Albuquerque Journal* for 30 years and for KOAT TV for over 10 years.

January 1983
To March 1986

President of Sanderoff and Associates
A market research, demographic analysis and public opinion polling company in Albuquerque, New Mexico. Sanderoff and Associates specialized in serving government agencies at the city, county and state level.

Professional Experience *(continued)*

November 1978
To December 1982

State Government service as a public policy director.
Positions held include:

Director, Management Analysis Division, Department of Finance Administration.

Responsible for administering this division of state government. The Management Analysis Division identified troubled areas in state government and recommended means to improve the management and operations of the agencies.

Director, Governor's Office of Community Affairs.

Responsible for improving the management and administration of this agency which delivered services throughout the State of New Mexico.

Director, Human Rights Commission.

Responsible for improving the management and administration of this agency which ruled on discrimination cases.

Chairman, Commission of Children and Youth.

Was the first chairman of the Governor's Commission on Children and Youth. The purpose of this commission was to establish a coordinating body within the executive branch to deal with children's issues that were inter-departmental in nature. As chairman of this commission, Sanderoff worked closely with many cabinet departments and division directors to implement pilot programs and to more efficiently administer children's programs which were interdisciplinary in nature.

Aide to the Governor, Governor's Office

Expert Witness Experience, 1992-Present

Brian Sanderoff has qualified as an expert witness in both state and federal district courts for survey research, demographic analysis and redistricting on over 40 occasions in the past twenty years.

El Encanto, Inc., d/b/a Bueno Foods, and Hatch Chile Association v. Hatch Chile Company, Inc. United States Patent and Trademark Office, Opposition Proceeding #91223190

Robert Pidcock v. Albuquerque Public School District and Governing Board of the Central New Mexico Community District. 2nd Judicial District Court, County of Bernalillo, State of New Mexico. #D-202-CV-2016-01002

Brian F. Egolf Jr., et al. v. Diana J. Duran et al. Remand by the New Mexico State Supreme Court to the District Court for New Mexico State House of Representatives Redistricting, 1st Judicial District Court, County of Santa Fe, State of New Mexico, 2012. Appointed by the New Mexico District Court as a 706 Expert to aid the District Court in addressing New Mexico Supreme Court issues. #D-101-CV-2011-02942

Brian F. Egolf Jr., et al. v. Diana J. Duran et al. New Mexico State House of Representatives Redistricting, 1st Judicial District Court, County of Santa Fe, State of New Mexico, 2011-2012 #D-101-CV-2011-02942

Brian F. Egolf Jr., et al. v. Diana J. Duran et al. New Mexico State Senate Redistricting, 1st Judicial District Court, County of Santa Fe, State of New Mexico, 2011-2012 #D-101-CV-2011-02942

Brian F. Egolf Jr., et al. v. Diana J. Duran et al. New Mexico State Public Regulation Commission Redistricting, 1st Judicial District Court, County of Santa Fe, State of New Mexico, 2011-2012 #D-101-CV-2011-02942

Michael Archuleta (ACLU) et al. v City of Albuquerque et al. 2nd Judicial District Court, County of Bernalillo, State of New Mexico, 2011 #CV 2011-5792 (city council redistricting)

Ernest S. Mondragon, Gonsalo Arenas, Veronica Arenas, Scott Limbourne, Michael Cardenas, Jessica Cardenas and Medardo Vigil v. New Mexico Gas Company. State of New Mexico, County of Taos, Eighth District Judicial Court, 2011. # D-0820-CV-2011-00106

Ray and Cathy Collins et al v. America West Airlines Inc. d/b/a US Airways, Ever-Ready Oil Co., Inc d/b/a Chevron Redi-Mart, et al., 4th Judicial District Court, County of San Miguel, State of New Mexico, Change of Venue Hearing, June 2011 #D-412-CV-2006-00627

John Ivan Sutter, MD, PA, individually and on behalf of all others similarly situated v. Horizon Blue Cross Blue Shield of New Jersey, Superior Court of New Jersey, Essex County, State of New Jersey, Settlement Value Survey, #ESX-L-3685-02, February 2010

Ray and Cathy Collins et al v. America West Airlines Inc. d/b/a US Airways, et al., 4th Judicial District Court, County of San Miguel, State of New Mexico, Change of Venue Survey (Affidavit Only) #D-412-CV-2006-00627

State of New Mexico v. Jessica Livingston, 4th Judicial District Court, County of San Miguel, State of New Mexico, Change of Venue Hearing #CR02007 00250, January 2009

U.S. v. Larry Lujan, Federal District Court, State of New Mexico, Southern Division, Comparison of Demographic Profile of Jury Wheel and Jury Pool Population vs. Adult Population (Census Data) USDC NM 05-CR-00924, September 2008.

State of New Mexico v. Jerry Fuller, 9th Judicial District Court, County of Roosevelt, State of New Mexico, Change of Venue Hearing #CR2005 00047, April 2006.

Expert Witness Experience, 1992-Present (continued)

USA v. Cisneros, Federal District Court, State of Arizona, Comparison of Demographic Profile of Jury Wheel Population vs. Adult Population (Census Data) #CR 03-0730-PHX-SRB (Docket 1141), November 2005.

State of New Mexico v. Zachariah Craig, 13th Judicial District Court, County of Sandoval, State of New Mexico, Change of Venue Hearing #D-1333-CR-200100155, June 2005.

Johnny Bierner, et al. v. Cortez Gas Co., et al., 7th Judicial District Court, County of Sierra, State of New Mexico, Change of Venue Hearing # D-0721-CV-2001-0076, January 2005.

Robert Harshbarger as the Personal Representative of the Estate of Shawn H. Harshbarger v. The Regents of the University of California, Johnson Controls Northern New Mexico, L.L.C., and Johnson Controls World Services, Inc., 1st Judicial District Court, County of Rio Arriba, State of New Mexico, Change of Venue Hearing # D-0117-CV-2002-02073, September 2003.

Gilbert Armijo and Maria Casaus v. Wal-Mart Stores, Inc., a Delaware corporation, Sam's Club, an operating segment of Wal-Mart Stores, Inc., First Judicial District, County of Rio Arriba, State of New Mexico, Survey Research (Face-to-Face Interviews), Hearing # D-0117-CV-200002211, May 2003.

Frankie Pasquale v. Omkar Tiku, M.D., Second Judicial District Court, County of Bernalillo, State of New Mexico, Hearing # CV 2001-07418, April 2003.

State of New Mexico and State of New Mexico ex rel Patricia Madrid v. General Electric, et al., Federal District Court, Change of Venue Hearing # CV 99-1254 BSJ/DJS & # CV 99-1118 BSJ/LFG, October 2002 (Affidavit Only).

State of New Mexico v. Ruben Flores, 5th Judicial District Court, County of Lea, State of New Mexico, Change of Venue Hearing # CR 99-028, July 2002.

Michael Jepsen, et al. v. Rebecca Vigil-Giron, in her official capacity as New Mexico Secretary of State, et al., 1st Judicial District Court, County of Santa Fe, State of New Mexico, # D0101 CV 2001 02177 (Consolidated), Redistricting of United States Congress, Redistricting of New Mexico State House of Representatives, December 2001.

Martha Chapman, et al. v. El Paso Energy Corporation, a Foreign Corporation, El Paso Natural Gas Company, a Foreign Corporation, and John Cole, 5th Judicial District Court, County of Eddy, State of New Mexico, Change of Venue Hearing # CV 2001-62, September 2001.

Delfina Archuleta & Rio Grande Café, Inc., v. Beneficial Standard Life Insurance, Company, Franklin Life Insurance Company, Usg Annuity & Life Company, American Life and Casualty Insurance Company, A/k/a Conseco Annuity Assurance Company, Joe A. Casados, Ronald J. Casados, Elsie A. Casados, and Camille Koehler, 1st Judicial District Court, County of Rio Arriba, State of New Mexico, Change of Venue Hearing # D-0117-CV0200000651, August 2001.

State of New Mexico v. Paul Payne; 5th Judicial District Court, County of Lea, State of New Mexico, Change of Venue Hearing, Case # CR99-0319G, March 2001.

Levi Garcia and Roger Rodriguez v. University of California, Los Alamos National Laboratories, Louis Schulte, and John and Jane Does I-X; 1st Judicial District Court, State of New Mexico, Change of Venue Survey, Case # D-D-0117-CV-9900563, February 2001.

State of New Mexico v. John Price, 5th Judicial District Court, County of Lea, State of New Mexico, Change of Venue Hearing # 99-318 C, December 2000.

Expert Witness Experience, 1992-Present (continued)

State of New Mexico v. Jeffrey Taylor, 13th Judicial District Court, County of Sandoval, State of New Mexico, Change of Venue Hearing, February 2000.

Citadel v. Trumper, et al., District of New Mexico, #99-CV00922, August 1999.

James E. Schwiner v. Regents of the University of California DBA Los Alamos National Laboratory. 1st Judicial District Court, County of Rio Arriba, State of New Mexico, Change of Venue Hearing RA # 97-2120C, November 1998.

David Luhan and Pablo Lopez v. Albuquerque Metropolitan Arroyo Flood Control Authority District et al., USDC, CIV # 98-704 LH/RLP, August 1998.

State of New Mexico v. Shawn Popeleski, 7th Judicial District Court, County of Torrance, State of New Mexico, Change of Venue Hearing CR # 97-100 TOR, September 1998.

State of New Mexico v. Shawn Popeleski, 7th Judicial District Court, County of Torrance, State of New Mexico, Change of Venue Hearing CR # 97-100 TOR, June 1998.

Saberhagen v. Random House, et al., District of New Mexico, Trademark/Brand Confusion Survey, #98-CV01183, September 1998.

Cheesecake Factory, Inc. v. The Cheesecake Factory, District of New Mexico, Trademark/Brand Confusion Survey, #97-CV00187, February 1997.

State of New Mexico v. Roy Buchner, 7th Judicial District Court, County of Torrance, State of New Mexico, Change of Venue Hearing CR # 96-066 TOR, September 1997.

State of New Mexico v. Shaun Wilkins, 7th Judicial District Court, County of Torrance, State of New Mexico, Change of Venue Hearing CR # 96-92 TOR, May 1997.

United States v. Jason De La Torre, USDC, Criminal Case # 95-538 MV, May 1997, Demographic analysis, Survey Research, Voter File analysis (statewide).

United States v. Jason De La Torre, USDC, Criminal Case # 95-538 MV, February 1997, Demographic analysis, Survey Research, Voter File analysis (statewide).

Aragon v. University of California Los Alamos National Laboratory, 1st Judicial District Court, County of Rio Arriba, State of New Mexico/# RA-95-2387, October 1996, Change of Venue Survey (Los Alamos, Taos, Rio Arriba, Santa Fe, San Miguel, Bernalillo, Chaves, DoZa Ana Counties).

State of New Mexico v. Gordon House, July 1994, First Retrial, Change of Venue Survey, (Taos, DoZa Ana Counties).

State of New Mexico v. Gordon House, March 1995, Second Retrial, Change of Venue Survey, (Taos, DoZa Ana Counties), Media Analysis.

Docket # 93-218-T.C. Before the New Mexico State Corporation Commission. Expansion of the US West Albuquerque Metro calling area. October 1993, Market Research Study (Bernalillo County, Belen, PeZa Blanca, Acoma, Laguna and Estancia).

Revo v. the New Mexico Disciplinary Board, et al. USDC CIV # 92-764 JB/RWM, December 1992, Federal District Court, Public Opinion Poll regarding Lawyer Direct Mail Advertising.

United States v. Cibola County, et al. USDC CIV # 93-1134 SC/LFG, Public Opinion Poll (Cibola County).

Gabriel R. Sanchez, PhD
Research Consultant / Hispanic Healthcare Consumer Expert
Curriculum Vitae

Educational History

Ph.D. May 2005. University of Arizona. Tucson, AZ. Political Science. Fields: American Politics, Research Methods, Public Policy. "The Role of Group Consciousnees in Latino Political Behavior". John Garcia, Dissertation Advisor.

M.A. December 2002. University of Arizona. Tucson, AZ. Political Science.

B.A. May 2001. St. Mary's University. San Antonio. TX. Political Science. Minor, Mexican American Studies. *Cum Laude.*

Employment History Part I
Faculty Positions

Professor. August 2016-Present. Department of Political Science. The University of New Mexico. Albuquerque, NM.

Associate Professor. July 2011-July 2016. Department of Political Science. The University of New Mexico. Albuquerque, NM.

Assistant Professor. August 2005 – June 2011. Department of Political Science. The University of New Mexico. Albuquerque, NM.

Administrative Positions
Executive Director. April 2014-Present. Robert Wood Johnson Foundation Center for Health Policy at the University of New Mexico. Albuquerque, NM.

Co-Director. August 2017-Present. WKKF Foundation Native American Budget and Policy Institute at the University of New Mexico. Albuquerque, NM.

Principal. January 2016-Present. Latino Decisions.

Director. March 2013-August 2015. American Economic Association Summer Training Program. Housed at the University of New Mexico, Albuquerque, NM.

Director of Research. May 2011-December 2015. Latino Decisions.

Assistant Director. July 2011-February 2013. Robert Wood Johnson Foundation Center for Health Policy at the University of New Mexico. Albuquerque, NM.

Selected Publications Relevant to the NMHIX Project

Relevant Articles Published in Refereed Journals

Sanchez, Gabriel R, Francisco Pedraza, Edward Vargas, Melina Juarez and Barbara Gomez- Aguinaga. "Nativity and Citizenship Status Affect Latinos' Health Insurance Coverage Under the ACA." Forthcoming at *Journal of Ethnic and Migration Studies*.

Vargas, Eduardo, Gabriel R Sanchez, and Melina Juarez. 2017. "Investigation of Latinos' Perceptions of Immigrant Policy and Health Outcomes." J*ournal of Health Politics, Policy and Law* 42 (3): 459-483.

Sanchez, Gabriel R, and Jillian Medeiros. 2016. "Linked Fate and Latino Attitudes Regarding Health Care Reform Policy." *Social Science Quarterly* 97 (3). 525-539.

Sanchez, Gabriel R, and Edward Vargas. 2016. "Language Bias and Self-Rated Health Status among Latino Populations: Evidence of the Influence of Translation in a Wording Experiment." *Quality of Life Research* 25(5):1131-6.

Vargas, Edward, Gabriel R. Sanchez, and Ballington L. Kinlock. 2015. "The Enhanced Self-Reported Health Outcome Observed in Hispanics/Latinos Who Are Socially-Assigned as White is Dependent on Nativity." *Journal of Immigrant and Minority Health* 17(6):1803-10.

Garcia, John, Gabriel R. Sanchez, Edward Vargas, Shannon Sanchez-Youngman, and Vickie Ybarra. 2015. "Race as Lived Experience: The Impact of Multi-Dimensional Measures of Race/Ethnicity on the Self-Reported Health Status of Latinos." *DuBois Review* 12(2):349-373.

Sanchez, Gabriel R, and Shannon Sanchez-Youngman. 2013. "The Politics of the Health Care Reform Debate: Public Support of Including Undocumented Immigrants and Their Children in Reform Efforts." *International Migration Review* 47(2): 442-473.

Sanchez, Gabriel R, Jillian Medeiros, and R. Burciaga Valdez. 2012. "Tough Times, Tough Choices: The Impact of the Rising Medical Costs on the US Latino Population's Health Care Seeking Behaviors." *Journal of Health Care for the Poor and Underserved* 23(4): 1383-1398.

Sanchez, Gabriel R, Jillian Medieros and Shannon Sanchez-Youngman. 2012. "The Impact of Health Care and Immigration Reform on Latino Support for President Obama and Congress" *Hispanic Journal of Behavioral Sciences* 34(1): 3-22.

Sanchez, Gabriel R, Shannon Sanchez-Youngman, Amy Sue-Goodin, Amelia Rousse, and Richard Santos. 2011. "Explaining Public Support (or Lack Thereof) for Extending Health Coverage to Undocumented Immigrants." *Journal of Health Care for the Poor and Underserved* 22(2): 683-699.

Sanchez, Gabriel R. Amy Sue-Goodin, Amelia Rousse, and Richard Santos. 2010. "The Impact of Ethnicity on Attitudes Toward Health Care Reform in New Mexico." *The Social Science Journal* 47(2): 326-343.

Relevant Articles Appearing in Chapters in Edited Volumes

Sanchez, Gabriel R, and Shannon Sanchez-Youngman. 2015. "The 2012 Latino Vote in New Mexico, Immigration Emerges in Unexpected Ways." In *Latinos and the 2012 Election: The new face of the American voter*, ed. Gabriel R. Sanchez. Lansing, MI: Michigan State University Press.

Sanchez, Gabriel R, and Shannon Sanchez-Youngman. 2015. "New Mexico Demographics and Politics." In *New Mexico 2050*, ed. Fred Harris. Albuquerque, NM: University of New Mexico Press.

Sanchez, Gabriel R. 2014. "Obamacare from the Latino Perspective." In *Latino America: How America's Most Dynamic Population is Poised to Transform the Politics of the Nation,* ed. Matt Barreto and Gary Segura. Philadelphia: Public Affairs Books.

Sanchez, Gabriel R, and Jillian Medieros. 2013. "The Economy and Latinos-Trying to find 'Affordable Care' with High Medical Costs and the Economic Recession." In *The Economic Status of the Hispanic Population*, ed. Marie Mora. Charlotte, NC: Information Age Publishing.

Sanchez, Gabriel R., and Vickie D. Ybarra. 2013. "Lessons from Political Science: Health Status and Improving How We Study Race." In *Mapping Race: Critical Approaches to Health Disparities Research,* eds. Laura E. Gomez and Nancy Lopez. New Brunswick, NJ: Rutgers University Press.

Relevant Policy Briefs/ Blog Posts

Sanchez, Gabriel R., Edward Vargas, and Melina Juarez. "How Perceptions of an Anti-Immigrant Environment Negatively Impacts Latino Health Outcomes." Latino Decisions, March 2017. http://www.latinodecisions.com/blog/2017/03/07/perceptions-of-anti-immigrant-policy-and-health-outcomes/

Sanchez, Gabriel R., Sam Howarth, Mia Livaudais, and Barbara Gomez-Aguinaga. "Health Care Costs Remain an Issue for Hispanics in New Mexico." Policy Brief of the Robert Wood Johnson Foundation Center for Health Policy of the University of New Mexico, Albuquerque, NM, September 4, 2015.

Sanchez, Gabriel R., Sam Howarth, and Mia Livaudais. "Results from a New Health Survey in New Mexico Provides New Insights About the Affordable Care Act." Policy Brief of the Robert Wood Johnson Foundation Center for Health Policy of the University of New Mexico, Albuquerque, NM, August 13, 2015.
http://healthpolicy.unm.edu/sites/default/files/Results%20From%20a%20New%20Survey%20of%20Hispanics%20in%20New%20Mexico%20Provides%20New%20Insights%20About%20the%20Affordable%20Care%20Act.pdf

Sanchez, Gabriel R., Francisco Pedraza, and Edward Vargas. "Healthcare in the Shadows." Latino Decisions. May 2015. http://www.latinodecisions.com/blog/2015/05/27/healthcare-in-the-shadows/.

Sanchez, Gabriel R, Francisco Pedraza, and Edward Vargas. "The Impact of the Affordable Care Act on Latino Access to Health Insurance." Policy Brief of the Robert Wood Johnson Foundation Center for Health Policy of the University of New Mexico, Albuquerque, NM, April 1, 2015.
http://healthpolicy.unm.edu/sites/default/files/ACA_2015_Research_Brief_FINAL.pdf.

Sanchez, Gabriel R, Francisco Pedraza, and Edward Vargas. “Obamacare’s Impact on Latino Access to Health Insurance.” Huffington Post Article, March 25, 2015.http://www.huffingtonpost.com/latino-decisions/obamacares-impact-on-lati_b_6937960.html.

Sanchez, Gabriel R. “Latino Health Care 5 Years After the ACA: Findings from the Latino National Health and Immigration Survey.” Latino Decisions, March 2015. http://www.latinodecisions.com/blog/2015/03/26/latino-health-care-5-years-after-the-aca-findings-from-the-latino-national-health-and-immigration-survey/.

Sanchez, Gabriel R. “National Latino Health Survey: More Latinos Have Health Insurance; Gaps and Challenges Remain.” Latino Decisions, March 2015. http://www.latinodecisions.com/blog/2015/03/25/national-latino-health-survey-more-latinos-have-health-insurance-gaps-and-challenges-remain/.

Valdez, R. Burciaga, and Gabriel R. Sanchez. “State-Level Field Network Study of the Implementation of the Affordable Care Act.” The Rockefeller Institute of Government, State University of New York and the Institute of Government, University of Pennsylvania. March 2014. http://www.rockinst.org/aca/states/New_Mexico/2014-03-New_Mexico_Round_One.pdf.

Sanchez, Gabriel R. “The Most Effective Messaging to Reach Latinos on Enrollment.” *Enroll America,* December 18, 2013. https://www.enrollamerica.org/blog/2013/12/effective-aca-messaging-latinos/.

Sanchez, Gabriel R. “The Consequences of Delaying Spanish Language ACA Enrollment Tools.” Latino Decisions, December 2013. http://www.latinodecisions.com/blog/2013/12/03/the-consequences-of-delaying-spanish-language-aca-enrollment-tools/.

Sanchez, Gabriel R., and Kenia Morales. “Latino Focused Messaging Increases Knowledge of the ACA.” Latino Decisions, November 2013. http://www.latinodecisions.com/blog/2013/11/12/latino-focused-messaging-increases-knowledge-of-the-aca/.

Sanchez, Gabriel R. “Why the Success of Health Care Reform Depends on Energetic and Nuanced Outreach to Latinos.” Policy Brief of Scholars Strategy Network, September, 2013.

Sanchez, Gabriel R. “New Perspectives on Latinos and the Affordable Care Act.” Latino Decisions, May 2013. http://www.latinodecisions.com/blog/2013/05/29/new-perspectives-on-latinos-and-the-affordable-care-act/.

Sanchez, Gabriel R. “New Results from the Colorado Latino Health Care Survey.” Latino Decisions, May 2013. http://www.latinodecisions.com/blog/2013/05/21/new-results-from-the-colorado-latino-health-care-survey/.

Sanchez, Gabriel R. “Language Translation and Latino Health Outcomes.” Latino Decisions, January 2012. http://www.latinodecisions.com/blog/2012/01/16/language-translation-and-latino-health-outcomes/.

Relevant Media Citations/Appearances (Sample)

Browstein, Ronald. "Support for the Affordable Care Act Breaks Down Along Racial Lines." *National Journal,* March 31 2015. http://www.nationaljournal.com/next-america/newsdesk/support-for-the-affordable-care-act-breaks-down-along-racial-lines-20150331.

Demko, Paul. "Experts see big price hikes for Obamacare." *Politico,* May 30, 2015. http://www.politico.com/story/2015/05/how-affordable-is-the-affordable-care-act-118428.html.

Fellows, Jacqueline. "Access Improves for Latinos, But Key Age Group Left Behind." *HealthLeaders Media,* March 26, 2015. http://healthleadersmedia.com/content.cfm?topic=PHY&content_id=314724.

Lilley, Sandra. "Latinos Talk Health, Discrimination, Immigration in New Poll." *NBC News,* March 24, 2015. http://www.nbcnews.com/news/latino/poll-latinos-talk-health-discrimination-immigration-n329211.
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Reinhard, Beth. "How Obamacare Glitches Could Put Hispanics in Play: The health law's enrollment problems are chipping away at what was once strong support for the ACA among a core group of Democratic voters." *The National Journal,* November 4, 2013. http://www.nationaljournal.com/politics/how-obamacare-glitches-could-put-hispanics-in-play-20131104.

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Carrero, Jacqueline. "One-year extension for companies to implement health care law." *NBC Latino,* July 3, 2013. http://nbclatino.com/2013/07/03/one-year-extension-for-companies-to-implement-health-care-law/.

Marrero, Pilar. "Latinos support health care reform but not mandate." *La Opinion.* Latino Decisions, October 2011. http://www.latinodecisions.com/blog/2011/10/13/latinos-support-health-care-reform-but-not-mandate/.

Relevant Invited Presentations at Professional Meetings

"Racial Inequalities in New Mexico". Invited Presentation to WK Kellogg Foundation President and Board of Directors. Albuquerque, New Mexico. June, 2017.

"Latino Pipeline in Health Care Professions: The Role of the RWJF Center at UNM in Health Policy Workforce". Congressional Hispanic Caucus Institute Policy Conference, Washington, DC. October 2016.

"The Relationship Between Immigration Policy and Health Outcomes Among Latinos in the United States." National Scholars' in Health Policy Lecture Series, RWJF Center for Health Policy, Meharry Medical College. Nashville, Tennessee. April, 2016.

"Utilizing research to inform policy: Best practices for working with policymakers". Community and Advocacy in Pediatrics Symposium, University of New Mexico Medical School, Albuquerque, New Mexico. December 2015.

'An Assessment of Hispanic's Relationship With the Affordable Care Act: Implications for Public Policy." Joint Session Conference of the RWJF Center for Health Policy (UNM), NMCARES-HD, and Preventative Research Center (UNM), Albuquerque, NM, August 2015.

"Living at the Intersection of Immigration and Health Policy: Latinos' Attitudes and Experiences." Webinar presentation for the Robert Wood Johnson Foundation Human Capital Network. April 2015.

"The Politics of Racial and Ethnic Health Disparities." Invited talk at Texas A&M University, College Station, TX, November 2012.

"What we have learned about Latino Politics from the 2012 Election." Invited talk to the Coalition for Interdisciplinary Research on Latino Issues at the University of Michigan, November 2012.

"Multi-Dimensional Measures of Race and Health Disparities." Invited talk to the Robert Wood Johnson's Scholars Program at the University of Michigan, November 2012.

Relevant Research Funding

Transdisciplinary Research, Equity and Engagement Center for Advancing Behavioral Health. National Institute of Health. Co-PI (With Lisa Cacari-Stone who is lead PI). 09/2017 -09/2022. $988,270.

Social, Economic, and Political Outcomes of the ACA among U.S. Latinos. Russell Sage Foundation. PI Gabriel R Sanchez. 7/1/2017 – 7/1/2018. $73,637.

Robert Wood Johnson Foundation Center for Health Policy at UNM Operating Grant. PI Gabriel R. Sanchez. Robert Wood Johnson Foundation. 7/1/2017 – 6/30/2018. $1,116,084 ($994,541 Direct/ $120,643 Indirect)

UNM Native American Budget and Policy Institute. WKKF Kellogg Foundation. PI Gabriel R. Sanchez. W.K. Kellogg Foundation. 07/2017 - -06/2022. $1,547,691 (All Direct)

Survey of New Mexicans Regarding Surprise Billing. New Mexico Office of the Superintendent of Insurance. PI Gabriel R. Sanchez. 05/2017 – 08/2017. $50,000 ($41,991 Direct/ $8,009)

Robert Wood Johnson Foundation Center for Health Policy at UNM Operating Grant. PI Gabriel R. Sanchez. Robert Wood Johnson Foundation. 7/1/2016 – 6/30/2016. $2.068,675 ($1,131,737 Direct/$135,810 Indirect)
Scan of Research Regarding Health Care Costs. PIs Gabriel R Sanchez and Lisa Cacari-Stone. Colorado Health Foundation. 10/27/2015 – 1/28/2016. $29, 479.73 ($19,523 Direct / $9,956.73 Indirect)

BUILDing Scholars Research Enrichment Core. PI Gabriel R. Sanchez. National Institute of Health. 0/01/2015 – 8/31/2016. $34,926 (All Direct).

Native American Health Policy Institute Concept Paper. PI Gabriel R. Sanchez. W.K. Kellogg Foundation. 7/01/2015 – 6/30/2016. $99,017 (All Direct).

New Mexico Center for the Advancement of Research, Engagement and Science on Health Disparities Pilot Research Projects. PI: Robert L. Williams. Includes pilot project: New Mexico Hispanic Survey of Affordable Care Act. Project Lead: Gabriel R. Sanchez. National Institute of Minority Health and Health Disparities, National Institute of Health National Institute of Minority Health and Health Disparities, National Institute of Health. 9/25/2014-9/25/2015; $90,187 ($65,805 Direct/$24,381 Indirect).

Robert Wood Johnson Foundation Center for Health Policy at UNM Operating Grant. PI Gabriel R. Sanchez. Robert Wood Johnson Foundation. 7/1/2014 – 6/30/2015. $1,811,758 (1,747,472 Direct/$64,286 Indirect)

Robert Wood Johnson Foundation Center for Health Policy at UNM Operating Grant. PI Gabriel R. Sanchez. Robert Wood Johnson Foundation. 7/1/2013-6/30/2014. $1,507,328 ($1,345,829 Direct/$161,499 Indirect).

Robert Wood Johnson Foundation Center for Health Policy at UNM Operating Grant. PI Gabriel R. Sanchez. Robert Wood Johnson Foundation. 7/1/2012-6/30/2013. $1,322,748 ($1,181,025 Direct/$141,723 Indirect).

The Great Recession: Implications for Minority and Immigrant Communities. Co-PIs Gabriel R. Sanchez, Jillian Medieros, and Kimberly Huyser. Russell Sage Foundation. 4/1/2012 -2/28/2014. $100,353 ($87,263 Direct / $13,090 Indirect).

2013 Congressional Summit on Health Disparities. PI Gabriel R. Sanchez. W.K. Kellogg Foundation. 9/1/2013 – 10/31/2013. $15,000 (All Direct)

Developing Race as Multi-dimensional and Health Disparities. Co-PIs Gabriel R. Sanchez and John Garcia. Robert Wood Johnson Foundation Health and Society Scholars Program, University of Michigan. 05/10/2011 – 05/10/2012. $26,244 ($23,457 Direct/ $2,812 Indirect).

Exploring the Views of the Latino Population Toward Healthcare Reform in New Mexico. Co-PIs Gabriel R. Sanchez, Richard Santos, and Amelia Rousse. Robert Wood Johnson Foundation Interdisciplinary Research Grant, University of New Mexico. 2008. $20,000 (All Direct).

Public Opinion of New Mexicans Toward Healthcare Reform in New Mexico. Co-PIs Gabriel R. Sanchez, Richard Santos, and Amelia Rousse. Robert Wood Johnson Foundation Interdisciplinary Research Grant, University of New Mexico. 2007. $20,000 (All Direct).

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Albuquerque Hispano Chamber of Commerce

More Than 40 Years of Neighbors Helping Neighbors

More Than 40 Years of Meaningful Community Building in New Mexico

EXHIBIT C

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

The Hispano Chamber Team

Purposefully Different for Purposeful Change

Key Partners:

Agenda
Research and Polling, Inc.
Latino Decisions

Navigators:

Prometoras (New Mexico Community Health Workers Association)
Centro Sávila

Service Level Agreement and Reporting Experts:

Pivot Evaluations via Dr. Curtis J Mearns

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

¿Porque Nosotros?

We have the Tools, Data and Relationships to Move the Enrollment Needle

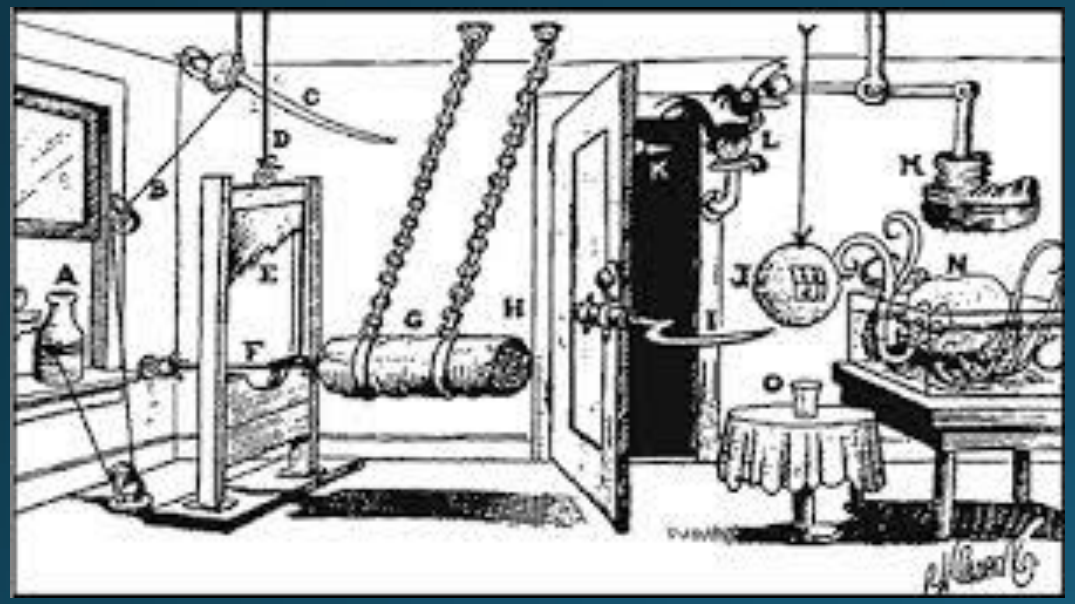
Our Plan: Nothing Complicated, Just Personal

- Stay Community-focused
- Capitalize on our NMHIX Experience
- Build Data-driven and Targeted Action Plans
- Work Closely with our Trusted Partners, Brokers, Councilors and Navigators
- Implement Local Marketing and Local Conversations with Personal and Meaningful Outreach

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Want to Improve the Results?

Re-think the NMHIX Mousetrap



The Traditional PR Approach

or

The Hispano Chamber Way

Targeted, Targeted, Targeted (Oh, and Targeted)

Is NMHIX's Money Best Spent on Robocalls, Lists and Lists of Contacts or Advertising? No, It's Time to Think Differently

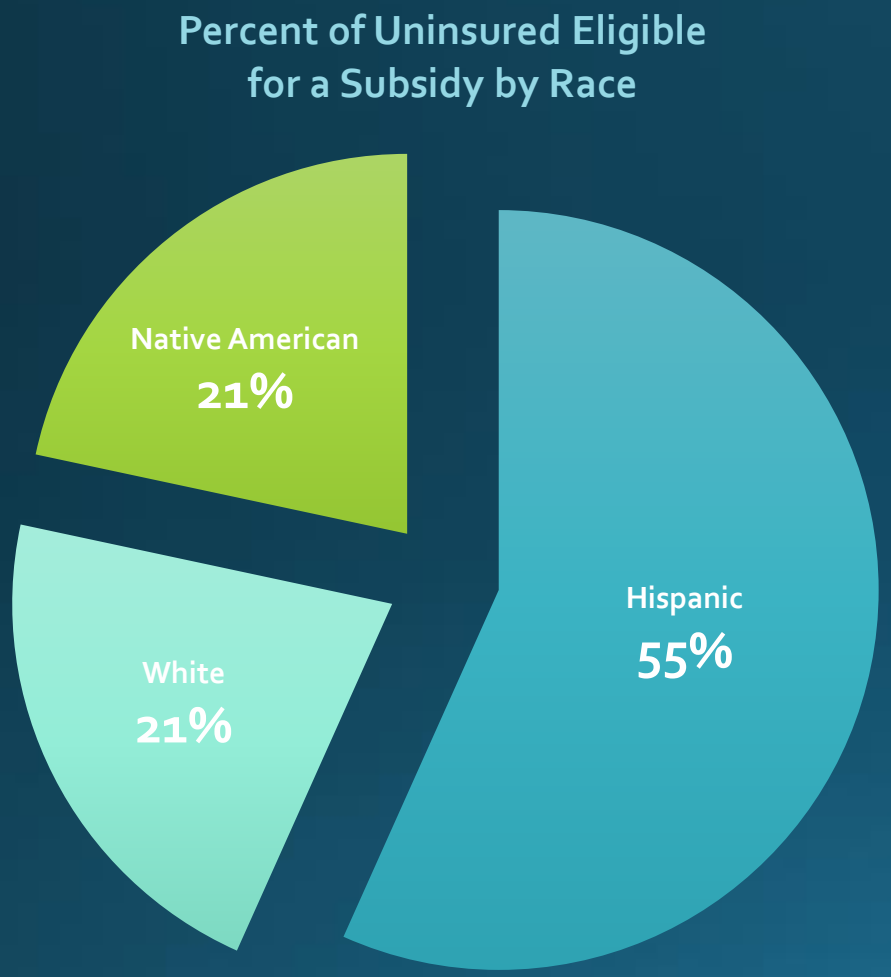
Instead, Spend it Where it Counts--
Personal Engagement, One-on-One Education, Community Connections, Lasting Enrollments and Safe and Healthy New Mexicans

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Research for Micro-Targeting is Critical

- Approximately 191,000 New Mexicans are Not Insured (10%). Of this Group:
  - 35% Live in Households Eligible for Medicaid Expansion
  - 17% are Eligible for a Generous Subsidy through the ACA
  - No Less than 20% Earn Incomes Making them Eligible for an Attractive Subsidy through the ACA
  - Another 8% Live in Households that are Eligible for a Small Subsidy through the ACA

Latino and Native American Outreach



- In New Mexico Enrollment Must Focus on the State's Hispanic and Native American Populations
- Among these Two Communities We Know that Outreach Must be Culturally Sensitive and Informed by Research that is Aimed at Variation within the Communities

How Do We Know?
Answer: Our Unique Partners' Research

Brian Sanderoff and **Dr. Gabriel Sanchez**: Two Data Experts

Brian Sanderoff:

Knows NMHIX Inside and Out and Brings Decades of Direct Expertise

Dr. Gabe:

Is a Leading Expert in Sampling & Surveying Hard-to-Reach Spanish-speaking Populations

Has led New Mexico-specific Market Analyses of Hispanic Experiences with the Affordable Care Act

Is Building a Native American Budget and Policy Institute for the WKKF Kellogg Foundation

Is Running UNM RWJF Center for Health Policy Focusing on Native American and Latino Health Disparities

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

New Mexico's Health Insurance Landscape

Targets:

- Uninsured
- Underinsured
- People and businesses Changing Plans/ Circumstances
- Individuals/Businesses Looking for Better Rates

Obstacles:

- Confusing Information
- Overwhelming Decisions
- Inaccessible Experts
- Un-fun Expenditures
- Language and Cultural Barriers

Solutions:

- **Extreme Localization Techniques**
- **Hometown Ambassadors**
- **Cultural and Language-specific Mini Campaigns**
- **Targeted Outreach**
- **Accessible Educators**
- **Dot Connectors: People to Brokers and Councilors**
- **Enrolling and Keeping Eligible People**

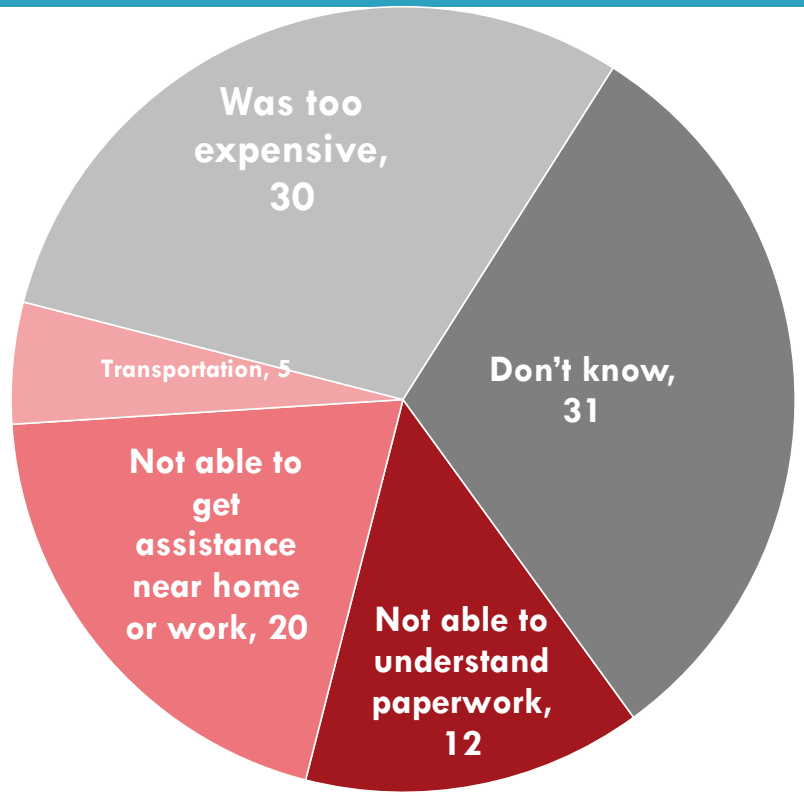
ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Some of **What We're Up Against**

Barriers to enrolling in NM Exchange

Among NM Hispanics who did not enroll in exchange but attempted to.

What was the most significant barrier that prevented you from enrolling?



Latino Decisions

Source: Latino Decisions / UNM RWJF Health Center, July 2015 n=600

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Making a Difference: **Extreme Localization**

- Know the Data
  - Identify the Targets
  - Spatially Detail and Identify Communities
  - Collaborate
- Map the Stakeholders
  - Identify Local Influencers
  - Understand Relationships
  - Leverage Help
- Develop Core Materials
  - Collateral and Website
  - New Graphics
  - Social and Traditional Media Campaigns
  - Local Advertising and Outreach
- Get the Vehicles Dirty
  - Meet with Key Influencers
  - Get to Know People and Community-specific Issues
  - Coordinate with Community Organizations
- Implement Outreach
  - Make Direct Connections
  - Local Print, Web, TV, Radio, etc.
  - Community Networks and Email Directories
- Hold Events and Direct Outreach
  - Customize Approaches and Events
  - Fun and Attractive: Incentives
  - Connect with Brokers, Councilors and Media
  - Reach Homebound People

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

Together We Will Improve

- NMHIX's Effectiveness
- Minority Engagement
- beWellnm's Enrollment
- People's Lives
- New Mexico's Future

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

be well nm

Thank you.

beWellnm, New Mexico's Health Insurance Exchange
Agenda for Board of Directors Meeting
Friday, November 17, 2017, 8:45 AM-4:00 PM MDT
ABQ Marriott Pyramid
5151 San Francisco Rd NE
Albuquerque, New Mexico 87109
Public Dial-In: 888-537-7715
Participant Code: 97655951#

1. Welcome, Roll Call, & Confirmation of Quorum- *Chairman J.R. Damron*
2. **Approval of Agenda-** *Chairman J.R. Damron*
3. **Approval of Minutes of the September 22, 2017 NMHIX Board Meeting-** *Chairman J.R. Damron*
4. Chairman's Remarks- *Chairman J.R. Damron*
5. Guest Speaker- *Governor Mike Leavitt*
6. Guest Panel (3 Members of the Business Community, 3 Legislators, 1 Moderator)
7. Matters from the CEO- *Ms. Cheryl Gardner, CEO*

Adjourn for Lunch

8. Committee Reports
    a. Matters from the Stakeholders Advisory Committee –*Mike Wallace, Chair*
    b. Matters from the Native American Committee- *Director Teresa Gomez*
    c. Matters from the Operations Committee- *Vice Chair David Shaw*
    d. Matters from the Outreach & Education Committee- *Director Terriane Everhart*
    e. Matters from the Finance Committee- *Director Patsy Romero, Treasurer*
        i. **Discussion And Possible Action On General Counsel Services Contract**
        ii. **Discussion And Possible Action On Individual Technology Platform Contract**
        iii. **Discussion And Possible Action On Auditing Services Contract**
        iv. **Discussion And Possible Action On Human Resources Contract**
        v. **Discussion And Possible Action On SHOP Technology Contract**
        vi. **Discussion And Possible Action On Office Network & IT Services Contract**
        vii. **Discussion And Possible Action On Research & Polling Contract**

            1. The Board may enter executive session to discuss the contents of competitive sealed proposals in accordance with NMSA 1978, § 10-15-1(H)(6).

9. Agency Reports
    a. Matters from the Office of the Superintendent of Insurance- *Superintendent John Franchini*
    b. Matters from the New Mexico Medical Insurance Pool- *Superintendent John Franchini*
    c. Matters from New Mexico Human Service Department- *Secretary Brent Earnest*
10. Public comment (1-2 minutes/participant)
11. Other Board Business- *Directors & Ms. Cheryl Gardner, CEO*
12. Next NMHIX Board meeting- January 19, 2018 at the CNM Workforce Center
13. **Adjournment**

***The Board anticipates taking action on the agenda items in bold. However, the Board may take action on any item listed on this agenda.**

EXHIBIT D

beWellnm Board Meeting

Friday, November 17, 2017

Albuquerque Marriott Pyramid North

nmhix | NEW MEXICO'S HEALTH INSURANCE EXCHANGE | beWellnm.com | 1.855.996.6449

THE PLACE TO SHOP, COMPARE AND BUY HEALTH INSURANCE. Affordably.

EXHIBT E

1. Welcome, Roll Call, & Confirmation of Quorum

Chairman J.R. Damron, MD

2. Approval of Agenda

Chairman J.R. Damron, MD

3. Approval of Minutes of the September 22, 2017 beWellnm Board Meeting

Chairman J.R. Damron, MD

4. Chairman's Remarks

Chairman J.R. Damron, MD

5. Guest Speaker

Governor Michael O. Leavitt

6. Guest Panel

7. Matters from the CEO

Ms. Cheryl Gardner, CEO

CEO Update

- Staff Retreat
- SBM/SBE-FP Summit Update
- Healthcare.gov Updates
- Federal Legislative Update
- Introduction of New Staff

Investment Update

Adjourn for Lunch

8. Committee Reports

a. Matters from the Stakeholder Advisory Committee

Mike Wallace, Committee Chair

b. Matters from the Native American Committee

Director Teresa Gomez, Committee Chair

Native American Outreach

September 2017

- Santa Fe Indian Hospital
- Zuni Wellness Center Fitness Series
- Crownpoint Resource Meeting & Enrollment Event
- Zuni Tribal Fair
- 1st Annual Zuni Veterans Conference
- New Mexico State Fair - Indian Village
- 2nd Annual Rio West Mall 'Rockin Life' Event- Gallup
- Shiprock Chapter House
- Dine Youth Community Fair - Crownpoint
- Gallup Flea Market
- Yellow Run/Walk & Butterfly Release - Acoma Pueblo

Native American Outreach

October 2017

- Dine College Health Fair- Crownpoint
- 3rd Annual Vet Summit & Stand Down- Gallup
- 12th Annual Community Celebration & Feast- NACA (Albuquerque)
- Rio West Mall Fall Job Fair- Gallup
- Pueblo of Zia Community Health Fair

November 2017- Open Enrollment

- Farmington Enrollment Event
- Ruidoso Community Center

Native American Outreach & Enrollment Center

beWellnm for Native Americans: September 1st – October 25th

- Events Attended = 19
- Outreach Contacts = 558

Enrollment Assistance Center

- Total Visits = 285
- Completed Appointments = 94
- Medicaid = 53 (4 NA)
- QHP = 68 (4 NA)

c. Matters from the Operations Committee

Vice Chair, David Shaw

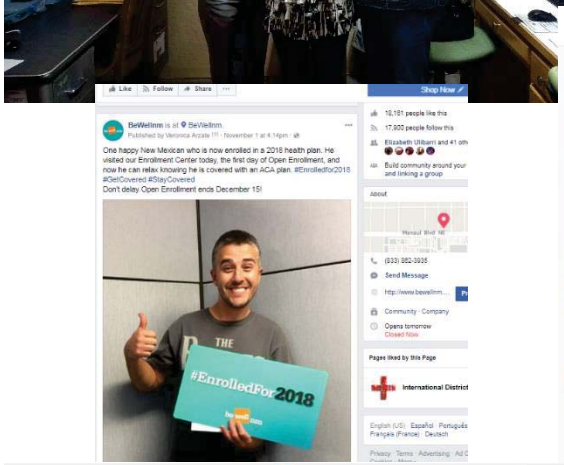
d. Matters from the Outreach & Education Committee

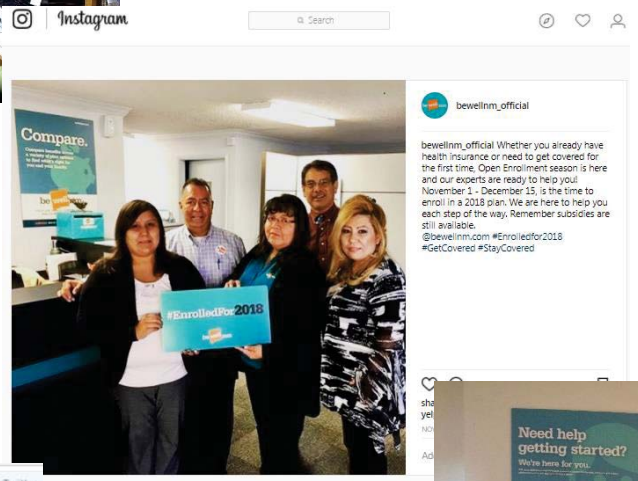
Director Terriane Everhart

Open Enrollment Activities

- beWellnm.com – Updated to improve upon the customers experience
- BeWellnm Enrollment Events
- BeWellnm Open Houses
- BeWellnm Enrollment Centers
- BeWellnm Enrollment Counsel-Reminder calls
- Partnering with Brokers
- Advertising launched
- Social Media launched
- Community Partners & Leaders continuous communications , updates, resources

Enrollment & Outreach Events across NM





- Open House Broker
- Enrollment Event Albuquerque South Valley
- Enrollment Centers
- Road Show

e. Matters from the Finance Committee

Director Patsy Romero, Treasurer

Contract Approval Recommendations

General Counsel Services

DISCUSSION

- Current Work
  - General Legal Counsel
- BeWellnm staff are currently pleased with the service
  - Cost matches or is below other options
- BeWellnm staff recommends extending this contract.

RECOMMENDATION

- Recommendation is to extend the contract for one year.

Motion: Move that the Board authorize the CEO to enter into contract negotiations and finalize a two-year contract ending on December 31, 2019.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Individual Technology Platform Services

DISCUSSION

- Current Work
  - Enrollment/Plan Selection Portal for individuals.
- BeWellnm staff are currently pleased with the service
  - Cost matches or is below other options
- In the absence of a state-based solution, beWellnm staff recommends extending this contract.

RECOMMENDATION

- Recommendation is to extend the contract for one year.

Motion: Move that the Board authorize the CEO to renew agreement with the Centers for Medicare & Medicaid Services to lease Healthcare.gov for 2018 Individual Enrollment Services.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Auditing Services

DISCUSSION

- Current Work
  - Financial Statements
  - Programmatic Audit
- BeWellnm staff are currently pleased with the service
  - Cost matches or is below other options
- BeWellnm staff recommends extending this contract.

RECOMMENDATION

- Recommendation is to extend the contract for one year.

Motion: Move that the Board authorize the CEO to extend the term of the REDW contract through December 31, 2018 and to increase the contract value by $84,000.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Human Resources Services

DISCUSSION

- Current Work
  - General HR Services
  - Trainings
  - Employee Assistance
  - Staffing & Recruiting
  - Job Description Review
- BeWellnm staff are currently pleased with the service
  - Cost matches or is below other options
  - Less expensive than going to another firm or hiring a full-time staff member
- BeWellnm staff recommends extending this contract

RECOMMENDATION

- Recommendation is to extend the contract for one year.

Motion: Move that the Board authorize the CEO to extend the Valliant contract in an amount not-to-exceed $50,000 ending on December 31, 2018.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

SHOP Technology Services

DISCUSSION

- Current Work
  - Small Business Technology Platform
  - Enrollment/Plan Selection Portal
  - Fixed costs for service, updates, and necessary transition.
- BeWellnm staff are generally satisfied with the service
- Given this, beWellnm staff recommends extending the contract.

RECOMMENDATION

- Recommendation is to extend the contract for one year, for an amount of $1,532,907 with the option to bridge into a second year.

Motion: Move that the Board authorize the CEO to extend the term of the GetInsured contract through December 31, 2018 and to increase the contract value by $1,532,907.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Office Network & IT Services

DISCUSSION

- Original Scope of Work – executed 1/26/2015 - Not to exceed $17,839
  - Onsite and remote desktop support for laptops of all employees
  - Optimization, monitoring and routine maintenance of servers and beWellnm IT infrastructure.
- Amendment # 1 added the following additional Scope of Work:
  - Establish colocation backup at Abba's offices - not to exceed increased to $99,000.
- Amendment #2 extended contract another two years to 1/31/2018, and not to exceed increased by $33,437.
- Amendment #3 added the CMS required Hyper-convergence Solution on 4/27/2016, and inadvertently extended contract another 3 years to 4/27/2019.
- We need to extend the end date of the main contract scope to agree with Amendment 3, by extending it to 4/27/2019. BeWellnm staff recommends extending the contract.

RECOMMENDATION

- Per the terms of the contract, which ends on January 31, 2018, the recommendation is to extend the contract through the April 27, 2019 to coincide Amendment #3.

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Research Services

DISCUSSION

- Current Work
  - Research of New Mexicans understanding, preferences, and environment.
- BeWellnm staff are currently pleased with the service
  - Cost matches or is below other options
- In accordance with Board of Director's request and desire to incorporate a greater research component of outreach, beWellnm staff recommends extending this contract.

RECOMMENDATION

- Recommendation is to extend the contract for one year.*

Motion: Move that the Board authorize the CEO to extend the term of the Research and Polling contract through December 31, 2018, providing that the contract may be amended at a later date to describe research that the Board determines is appropriate and the amount payable for services performed pursuant to the contract.*

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

Financial Statements Update

9. Agency Reports

Agency Reports

- Matters from the Office of the Superintendent of Insurance (OSI)
  - *Superintendent John Franchini*
- Matters from the New Mexico Medical Insurance Pool (NMMIP)
  - *Superintendent John Franchini*
- Matters from New Mexico Human Service Department (HSD)
  - *Secretary Brent Earnest*

10. Public Comment

11. Other Board Business

12. Next beWellnm Board Meeting

Friday, January 19, 2018

CNM Workforce Training Center

13. Adjournment

From: Maureen Manring <MManring@nmhix.com>
Date: November 17, 2017 at 2:32:44 PM MST
To: Synthia Jaramillo <synthia@ahcnm.org>
Cc: Maureen Manring <MManring@nmhix.com>
Subject: Status-RFP 2017/001

Dear Offeror,
At the November 17, 2017 Board meeting, the decision was announced that the beWellnm Board has postponed a decision on the award of a contract pursuant to RFP 2017/001. The Board and staff of beWellnm will evaluate the solicitation to determine if beWellnm will move forward with the procurement or reissue another RFP. BeWellnm appreciates your interest in the project, and your thoughtful proposals, and hopes that you remain interested in offering your services to the exchange. We will notify you promptly regarding any further developments.

Respectfully,

Maureen Manring
Director of Communication & Outreach
New Mexico Health Insurance Exchange
New Address -7601 Jefferson NE Suite 160
Albuquerque, NM 87109
mmanring@nmhix.com
Phone: 505-314-5223
Mobile: 505-414-5947
Fax: 505-314-5353

be well nm
nmhix NEW MEXICO'S HEALTH INSURANCE EXCHANGE

EXHIBIT F

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

1309 4th Street SW • El Camino Real • Albuquerque, NM 87102 • 505.842.9003 • Fax 505.764.9664
www.ahcnm.org

Ernie C'deBaca
PRESIDENT/CEO

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CHAIR

Dennis L. Garcia
CHAIR ELECT

Eric Herrera
TREASURER

Mary Martinez
SECRETARY

Anthony Tenorio
VICE-CHAIR

Paul Chavez
VICE-CHAIR

Thomas Domme
VICE-CHAIR

Rudy Beserra
PAST CHAIRMAN

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Linda Alvarado
Gene Baca
Patrick Baldonado
Robin Brule'
Larry Chavez, Sr.
Morris "Mo" Chavez
JP Espinoza
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Samuel Garcia
DJ Heckes
Larry Lujan
Melonie Mathews
Johnny Montoya
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Steven Michael Quezada
Carlos Romero
John A. Sanchez
Ken Sanchez
Eliseo "Cheo" Torres

November 27, 2017

Dr. J.R. Damron, Chairman
beWellnm
New Mexico Health Insurance Exchange
7601 Jefferson St. NE, Suite 160
Albuquerque, NM 87109

Dear Dr. Damron:

My name is Ernie C'deBaca and I am the President and CEO of the Albuquerque Hispano Chamber of Commerce. We were pleased to submit what we felt was an innovative proposal to support beWellnm.

In fact, during our Board Retreat on Friday, November 17, 2017, we discussed the many goals and objectives of the Chamber, including the RFP that beWellnm initiated and our commitment to support the health and welfare of New Mexico.

So it was with considerable surprise that we received notification on November 18, 2017 that a decision was announced that the beWellnm Board has postponed a decision on the award of a contract pursuant to RFP 2017/001. After such a clear and rigorous RFP process and the communicated desire by beWellnm staff for a new contractor to "hit the ground running," this delay causes us concern.

Hopefully this delay can be resolved in a timely manner so work can get underway. Please let me know if there is anything we can do to help with the process.

Respectfully,

Ernie C'deBaca
President & CEO
Albuquerque Hispano Chamber of Commerce

Synthia Jaramillo
Chief Operating Officer
Albuquerque Hispano Chamber of Commerce

EXHIBIT
G

MODRALL SPERLING

LAWYERS

Michelle A. Hernandez
505.848.1800
Fax: 505.848.1889
michelle.hernandez@modrall.c

December 5, 2017

Sent Via Electronic Mail
Dr. J.R. Damron, Chairman
beWellnm
New Mexico Health Insurance Exchange
7601 Jefferson St. NE, Suite 160
Albuquerque, NM 87109
jrdamron@nmhix.com

Dear Dr. Damron:

Please let me introduce myself. I am Michelle Hernandez, and in addition to being a partner at the Modrall Sperling law firm, I am honored to serve as Chair of the Albuquerque Hispano Chamber of Commerce Board of Directors.

I know that the Hispano Chamber is seeking to continue its long-standing relationship as a contractor with beWellnm as it has responded to the RFP that was to be awarded on November 18, 2017. I understand that the award of the RFP has yet to be rescheduled or it may in fact be reissued. While I do not understand why this occurred, and would welcome further information on this, I also would appreciate it if you can please let us know if a protest was filed under Section 2.21 of the RFP causing the delay of the award.

As it has been a couple of weeks since the Chamber has received any correspondence, understandably, we would like to know the status on this matter. AHCC staff has spent considerable time and resources which is especially taxing on a non-profit organization on responding to this RFP. We have met every deadline and complied with every requirement of the RFP in the short timeline required to respond, and we look forward to due consideration or receiving an explanation for the current delay.

If there is any further information that I or the Chamber can provide, please let me know.

Regards,

Michelle A. Hernandez

CC: Ernie C'de Baca
Synthia Jaramillo

Modrall Sperling
Roehl Harris & Sisk P.A.

500 Fourth Street NW
Suite 1000
Albuquerque,
New Mexico 87102

PO Box 2168
Albuquerque,
New Mexico 87103-2168

Tel: 505.848.1800
www.modrall.com

EXHIBIT H

From: Maureen Manring <MManring@nmhix.com>
Date: December 5, 2017 at 3:28:12 PM MST
To: Synthia Jaramillo <synthia@ahcnm.org>
Cc: Maureen Manring <MManring@nmhix.com>
Subject: beWellnm Procurement- Status Outreach & Education 2017-001

Dear Offeror,

I write to update you regarding the status of beWellnm's procurement of outreach and education services through Request for Proposals 2017-001 (the RFP).

As you know, at the beWellnm Board of Directors' meeting on November 17, 2017, the Board announced its decision to postpone selection of an offeror to allow Board members and staff time to review the RFP and the RFP process to ensure that the procurement serves the best interests of beWellnm.

We expect the review to be completed shortly and for the Board of Directors to meet promptly to take action regarding the RFP. Although not yet certain, our best estimate is that the Board will convene a special meeting on December 15, 2017. We will of course notify all offerors and the public of the specific date, time, and location as soon as possible.

We appreciate your participation in the RFP, your involvement in the activities of beWellnm, and your patience while beWellnm has adjusted the RFP's proposed timeline for selection of a vendor. The outreach and education services are extremely important to beWellnm's mission and we just want to make sure that we get it right.

Respectfully

Maureen Manring
Procurement Administrator

Maureen Manring
Director of Communication & Outreach
New Mexico Health Insurance Exchange
7601 Jefferson NE Suite 160
Albuquerque, NM 87109
mmanring@nmhix.com
Phone: 505-314-5223
Mobile: 505-414-5947
Fax: 505-314-5353

EXHIBIT I

beWellnm, New Mexico's Health Insurance Exchange
Agenda for Special Board of Directors Meeting
Friday, December 15, 2017, 8:30 – 10:00 AM MDT
Poms & Associates
320 Osuna RD NE
Suite B
Albuquerque, NM 87107
Public Dial-In: 888-537-7715
Participant Code: 97655951#

1. Welcome, Roll Call, & Confirmation of Quorum- *Chairman J.R. Damron*
2. **Approval of Agenda-** *Chairman J.R. Damron*
3. Chairman's Remarks- *Chairman J.R. Damron*
4. **Discussion and Possible Action on RFP #2017-001 Outreach & Education**
    a. Presentation by RFP #2017-001 Evaluation Committee – *Jeffery Bustamante*
    b. Report from Ad Hoc Review Committee – *Dr. Martin Hickey*
    c. **Discussion and possible action on selection of vendor.**
5. **Discussion and Possible Action on Extension of Contract with Navigator Services**
6. **Discussion and Possible Action on Website Services**
7. Public comment (1-2 minutes/participant)
8. **Adjournment**

***The Board anticipates taking action on the agenda items in bold. However, the Board may take action on any item listed on this agenda.**

EXHIBIT
J

beWellnm Board Meeting

Friday, December 15, 2017

Poms & Associates

nmhix | NEW MEXICO'S HEALTH INSURANCE EXCHANGE | beWellnm.com | 1.855.996.6449

EXHIBIT K

1. Welcome, Roll Call, & Confirmation of Quorum

Chairman J.R. Damron, MD

2. Approval of Agenda

Chairman J.R. Damron, MD

3. Chairman's Remarks

Chairman J.R. Damron, MD

4. Outreach & Education RFP

Outreach & Education RFP

DISCUSSION

- Per Federal statute, beWellnm is required to conduct outreach & education to New Mexicans.
- Pursuant to the beWellnm Procurement Policy, beWellnm executed a competitive bid for Outreach & Education Services.
- Consistent with beWellnm Board feedback, the procurement sought a **prime** vendor who contracted for all services associated with outreach, education, marketing, and media.

EVENT	DATE
REQUEST FOR PROPOSALS Released	Friday, October 6, 2017
Proposals Due	Friday, October 20, 2017
Optional Oral Interviews	Monday October 30, 2017
Winning Bidder Announced & Notified	November 18, 2017 (pending Board approval)

Recommended Finalist:

- **The Waite Company**

Motion: Move that the Board authorize the CEO to enter into contract negotiations with The Waite Company, for a term ending December 31, 2018, in an amount not-to-exceed $3,277,110.*

beWellnm Outreach and Education Scoring Summary				
Evaluation Criteria Summary	Total Possible	Albuquerque Hispano Chamber of Commerce	The Waite Company	New Mexico Primary Care Association
Qualifications and Experience	P/F	P	**P**	P
References	50	50	**50**	50
Services Overview and Description	590	303	**511**	363
Outreach and education	425	200	**364**	249
Marketing, Advertising, Media and Website Management	130	82	**116**	87
Communications and Public Relations	35	21	**31**	27
Oral Presentation	60	34	**55**	34
Pricing	300	300	**259**	257
Total Points	**1000**	**687**	**875**	**703**

**This figure is consistent with the 2018 budget, as passed by the Board of Directors at the September 22, 2017 Board Meeting.*

5 & 6 SBE-FP Services

SBE-FP Legal Obligations

- Pursuant to New Mexico's Federal Platform Agreement, the state must, at minimum:
  - Maintain a website
  - Contract with at least two Navigator organizations

- Failure to perform either of these critical functions places the organization at risk of losing our SBE-FP legal designation

Effects of Delayed Procurement

- Original procurement schedule allowed six weeks for contract negotiation and planning for transition from old vendors to new vendors
- Typically new vendors offer planning services pro bono during this period
- Given delayed Board decision re: Outreach RFP, no communication with new vendors has been possible and thus no transition planning has taken place.
- The 4-week procurement delay is estimated to result in a vendor transition delay of 4-6 weeks
- Current contracts for the following critical services expire on 12/31/2017
  - Navigators
  - Website Hosting/Maintenance

Staff Recommendations for Navigator Contracts

- Approach
  - Given there are a number of certified/licensed Navigator organizations around the state (many ready to begin work immediately), staff should issue an RFQ and, consistent with federal rules, select two organizations to serve in this capacity until transition to new vendor is complete.
- Timeline
  - RFQ should be issued immediately
  - New Navigator contracts should begin on 1/1/2018 and expire 2/28/2018
- Funding
  - Total NTE $50,000*
  - Funds shall be paid out of remaining 2017 funds

**Based on average monthly expenditure history; subject to change.

Staff Recommendations for Website Contract

- Approach
  - Given there is only one vendor currently hosting our site, options are greatly limited. Staff recommend extending current vendor contract.
- Timeline
  - Contract should be extended to 2/28/2018
- Funding
  - Total contract NTE should be increased by $175,000**
  - Funds shall be paid out of remaining 2017 funds

**Based on average monthly expenditure history; subject to change.

Motions

- Motion 1 (Navigators)
  - Consistent with Board discussion, move that the Board:
    - increase the 2017 Navigator budget by $50,000 provided Navigator contracts do not extended beyond 2/28/2018.*
- Motion 2 (Website)
  - Consistent with Board discussion, move that the Board:
    - increase the 2017 Website budget by $175,000;
    - increase the total contract Not-to-Exceed for Bluespire by $175,000; and
    - authorize the CEO to enter into contract negotiations with Bluespire for Website services provided that the contract not extend beyond 2/28/2018.*

*Funds shall be paid out of remaining 2017 funds

7. Public Comment

8. Adjournment

Synthia Jaramillo

From: Maureen Manring <MManring@nmhix.com>
Sent: Friday, December 15, 2017 12:15 PM
To: Synthia Jaramillo
Cc: Cheryl Gardner
Subject: RFP 2017-001 Final Notification
Attachments: AHCC-RFP 2017-001 Final Notification.pdf

Good Morning Synthia,

Please reference the attached letter, in regards to the final decision associated to RFP 2017-001 Outreach & Education.

Respectfully,

Maureen Manring
Director of Communication & Outreach
New Mexico Health Insurance Exchange
7601 Jefferson NE Suite 160
Albuquerque, NM 87109
mmanring@nmhix.com
Phone: 505-314-5223
Mobile: 505-414-5947
Fax: 505-314-5353

be well nm

nmhix NEW MEXICO'S HEALTH INSURANCE EXCHANGE

EXHIBIT L

7601 Jefferson St NE #160
Albuquerque, NM 87109
505-314-5200
www.bewellnm.com

December 15, 2017

Ms. Synthia Jaramillo
Albuquerque Hispano Chamber of Commerce
1309 4th Street SW
Albuquerque, New Mexico 87102
E-mail: synthia@ahcnm.org

Re: beWellnm Outreach & Education Services RFP 2017-001

Dear Synthia,

BeWellnm has completed our evaluation of the proposals submitted in response to the RFP 2017-001 for Outreach & Education Services.

We regret to inform you that after careful consideration, the beWellnm Board of Directors has selected another offeror as the most advantageous to beWellnm.

We wish to thank you for the time and effort you devoted to participating in the subject solicitation and encourage your organizations participation in any future procurement opportunities.

Sincerely,

Maureen Manring
Director of Communication & Outreach
Procurement Administrator
(505)314-5223
MManring@nmhix.com

7601 Jefferson St. NE #160
Albuquerque, NM 87109
505-314-5200
www.nmhix.com

December 20, 2017

Sent via Email
Michelle A. Hernandez
Modrall Sperling Roehl Harris & Sisk P.A.
500 Fourth Street NW, Suite 1000
Albuquerque, New Mexico 87102

Dear Ms. Hernandez,

This message is in response to your e-mail communication dated December 15th, 2017. In support of the RFP process and transparency, I've outlined the sequence of events that occurred according to my records.

- November 17th- Maureen Manring received a voicemail message from Synthia Jaramillo, AHCC COO, asking for clarification on the delay.
- November 17th- Maureen Manring sent Letters to Offeror to AHCC via email. (See Attachment 1)
- November 27th – Ernie C'deBaca, AHCC CEO, sent a letter (via email and USPS) to beWellnm Chair JR Damron expressing concern regarding the Board's decision to delay the contract award. (See Attachment 2)
- December 5th – AHCC Board Chair Michelle Hernandez (via Shannon Gifford) sent an email message to Chair Damron requesting a status update on the Outreach & Education procurement. (See Attachment 3)
- December 5th – Chair Damron replied to Ms. Hernandez' email message expressing that all communication must go through Maureen Manring, the Procurement Administrator for this RFP; e-mail details were provided. (See Attachment 4)
- December 5th- Maureen Manring sent Letters to Offeror to AHCC via email. (See Attachment 5)

EXHIBIT M

7601 Jefferson St. NE #160
Albuquerque, NM 87109
505-314-5200
www.nmhix.com

We understand the importance of this procurement to AHCC and all offerors. Accordingly, beWellnm has endeavored to keep offerors informed regarding the status of the Outreach and Education RFP at all times. The beWellnm Board of Directors explained the decision to postpone selection at its November 17, 2017 meeting. During the period of less than one month between the Board's postponement and decision, beWellnm communicated with offerors several times to keep you all informed regarding the progress of the RFP. As procurement administrator, I responded substantively to your communications on more than one occasion. Then, at the December 15, 2017 meeting, the Board explained the activities and conclusions of the ad hoc review committee, and took action to select the most advantageous offeror for negotiation of a contract.

My communications to you were also sent to the other offerors. It is important to beWellnm that all offerors received the same information and notice regarding the status of the procurement. To promote that interest, the RFP informed offerors that all communications related to the RFP must be centralized with the Procurement Administrator:

> *2.2 Restriction on Communications*
>
> *From the issue date of this RFP until the Evaluation Committee announces its preferred Contractor, all communications related to this RFP must be with the Procurement Administrator, and all such communications must be in written form via email to RFP@nmhix.com and mmanring@nmhix.com. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFP. Oral questions will not be accepted. Bidders may be disqualified if they contact any employee or affiliate of beWellnm regarding this RFP.*

Despite the fact that your communications on November 17th, November 27th, and December 5th were contrary to the rules of this procurement, beWellnm responded to your concerns, as stated above, in letters to all offerors.

Your letter also indicates that you are interested in reviewing "hard data" related to the RFP. We would be pleased to provide whatever specific records you may wish to see. If you would please identify those records in a request to our records custodian, we will gather and produce the records promptly and in accordance with the Inspection of Public Records Act. Your request may be sent to us by mail, hand delivery, or email as follows:

7601 Jefferson St. NE #160
Albuquerque, NM 87109
505-314-5200
www.nmhix.com

- By U.S. mail or hand delivery:
  Records Custodian
  7601 Jefferson NE
  Suite 160
  Albuquerque, NM 87109; or
- By email: Records Custodian recordscustodian@nmhix.com.

If you have any questions, please send all correspondence to mmanring@mmhix.com and RFP@nmhix.com.

Respectfully,

Maureen Manring
Procurement Administrator

Cc: Jeffery Bustamante- NMHIX Director of Policy & Compliance
Justin Miller, Bardacke Allison LLP

ATTACHMENT 1
November 17, 2017 Letter to Offerors

From: Maureen Manring
To: Synthia Jaramillo
Cc: Maureen Manring
Subject: Status-RFP 2017/001
Date: Friday, November 17, 2017 2:32:00 PM

Dear Offeror,

At the November 17, 2017 Board meeting, the decision was announced that the beWellnm Board has postponed a decision on the award of a contract pursuant to RFP 2017/001. The Board and staff of beWellnm will evaluate the solicitation to determine if beWellnm will move forward with the procurement or reissue another RFP. BeWellnm appreciates your interest in the project, and your thoughtful proposals, and hopes that you remain interested in offering your services to the exchange. We will notify you promptly regarding any further developments.

Respectfully,

Maureen Manring

Director of Communication & Outreach

New Mexico Health Insurance Exchange

New Address -7601 Jefferson NE Suite 160

Albuquerque, NM 87109

mmanring@nmhix.com

Phone: 505-314-5223

Mobile: 505-414-5947

Fax: 505-314-5353

ATTACHMENT 2
November 27, 2017 Letter from CEO Ernie C'deBaca to Chairman JR Damron

ALBUQUERQUE HISPANO CHAMBER OF COMMERCE

1309 4th Street SW • El Camino Real • Albuquerque, NM 87102 • 505.842.9003 • Fax 505.764.9664
www.ahcnm.org

Ernie C'deBaca
PRESIDENT/CEO

2017 EXECUTIVE COMMITTEE

Michelle Hernandez
CHAIR

Dennis L. Garcia
CHAIR ELECT

Eric Herrera
TREASURER

Mary Martinez
SECRETARY

Anthony Tenorio
VICE-CHAIR

Paul Chavez
VICE-CHAIR

Thomas Domme
VICE-CHAIR

[illegible]serra
[illegible]CHAIRMAN

2017 BOARD OF DIRECTORS

Scott Aeilts
Linda Alvarado
Gene Baca
Patrick Baldonado
Robin Brule'
Larry Chavez, Sr.
Morris "Mo" Chavez
JP Espinoza
Erin Gandara
Samuel Garcia
DJ Heckes
Larry Lujan
Melonie Mathews
Johnny Montoya
Demesia Padilla
Gary Sanchez
Leonard Sanchez
Sherman McCorkle
Vivian Sisneros, Jr.
Joan Tafoya
James Torres
Jack Vigil

EX-OFFICIOS

Monica Armenta
Phillip Bustos
Col. Richard W. Gibbs
Laura Kesselman
Ed Manzanares
[illegible]ppedahl
[illegible]a J. Peña
Steven Michael Quezada
Carlos Romero
John A. Sanchez
Ben Sanchez
Eliseo "Cheo" Torres

November 27, 2017

Dr. J.R. Damron, Chairman
beWellnm
New Mexico Health Insurance Exchange
7601 Jefferson St. NE, Suite 160
Albuquerque, NM 87109

Dear Dr. Damron:

My name is Ernie C'deBaca and I am the President and CEO of the Albuquerque Hispano Chamber of Commerce. We were pleased to submit what we felt was an innovative proposal to support beWellnm.

In fact, during our Board Retreat on Friday, November 17, 2017, we discussed the many goals and objectives of the Chamber, including the RFP that beWellnm initiated and our commitment to support the health and welfare of New Mexico.

So it was with considerable surprise that we received notification on November 18, 2017 that a decision was announced that the beWellnm Board has postponed a decision on the award of a contract pursuant to RFP 2017/001. After such a clear and rigorous RFP process and the communicated desire by beWellnm staff for a new contractor to "hit the ground running," this delay causes us concern.

Hopefully this delay can be resolved in a timely manner so work can get underway. Please let me know if there is anything we can do to help with the process.

Respectfully,

Ernie C'deBaca
President & CEO
Albuquerque Hispano Chamber of Commerce

Synthia Jaramillo
Chief Operating Officer
Albuquerque Hispano Chamber of Commerce

ATTACHMENT 3
December 5, 2017 Letter from Chairperson Michelle Hernandez to Chairman JR Damron

MODRALL SPERLING

LAWYERS

Michelle A. Hernandez
505.848.1800
Fax: 505.848.1889
michelle.hernandez@modrall.c

December 5, 2017

Sent Via Electronic Mail
Dr. J.R. Damron, Chairman
beWellnm
New Mexico Health Insurance Exchange
7601 Jefferson St. NE, Suite 160
Albuquerque, NM 87109
jrdamron@nmhix.com

Dear Dr. Damron:

Please let me introduce myself. I am Michelle Hernandez, and in addition to being a partner at the Modrall Sperling law firm, I am honored to serve as Chair of the Albuquerque Hispano Chamber of Commerce Board of Directors.

I know that the Hispano Chamber is seeking to continue its long-standing relationship as a contractor with beWellnm as it has responded to the RFP that was to be awarded on November 18, 2017. I understand that the award of the RFP has yet to be rescheduled or it may in fact be reissued. While I do not understand why this occurred, and would welcome further information on this, I also would appreciate it if you can please let us know if a protest was filed under Section 2.21 of the RFP causing the delay of the award.

As it has been a couple of weeks since the Chamber has received any correspondence, understandably, we would like to know the status on this matter. AHCC staff has spent considerable time and resources which is especially taxing on a non-profit organization on responding to this RFP. We have met every deadline and complied with every requirement of the RFP in the short timeline required to respond, and we look forward to due consideration or receiving an explanation for the current delay.

If there is any further information that I or the Chamber can provide, please let me know.

Regards,

Michelle A. Hernandez

CC: Ernie C'de Baca
Synthia Jaramillo

Modrall Sperling
Roehl Harris & Sisk P.A.

500 Fourth Street NW
Suite 1000
Albuquerque,
New Mexico 87102

PO Box 2168
Albuquerque,
New Mexico 87103-2168

Tel: 505.848.1800
www.modrall.com

ATTACHMENT 4
December 5, 2017 Reply from Chairman JR Damron to Chairperson Hernandez

Maureen Manring

From: JR Damron
Sent: Tuesday, December 05, 2017 7:07 PM
To: Shannon Gifford
Cc: Justin Miller; Maureen Manring
Subject: Re: AHCC - Letter to Damron re AHCC

Dear Ms. Gifford,

I have forwarded your communication to Ms. Maureen Manring, the Procurement Administrator for RFP 2017-001. She will inform offerors promptly regarding any developments in the status of the RFP.
Please direct all further correspondence on the matter to Ms. Manring at rfpnmhix.com and mmanring@nmhix.com.

Thank you,
Dr. Damron

From: Shannon Gifford <shannong@modrall.com>
Sent: Tuesday, December 5, 2017 1:12 PM
To: JR Damron
Cc: Ernie C'DeBaca; Synthia Jaramillo (synthia@ahcnm.org)
Subject: AHCC - Letter to Damron re AHCC

Good Afternoon Mr. Damron,
Please see the attached correspondence from Michelle Hernandez. If you have any questions, please feel free to contact Mrs. Hernandez at (505) 848-1813 or myself.

Thank you,

MODRALL SPERLING
Shannon Gifford
Legal Assistant to Michelle Hernandez and Sonya Burke
Modrall Sperling | www.modrall.com
P.O. Box 2168 | Albuquerque, NM 87103-2168
500 4th St. NW, Ste. 1000 | Albuquerque, NM 87102
D: 505.848.1602 | O: 505.848.1800 | F: 505.848.9710

This e-mail may be a confidential attorney-client communication. If you received it in error, please delete it without forwarding it to others and notify the sender of the error.

ATTACHMENT 5
December 5th, 2017 Letter to Offerors

From: Maureen Manring
To: Synthia Jaramillo
Cc: Maureen Manring
Subject: beWellnm Procurement- Status Outreach & Education 2017-001
Date: Tuesday, December 05, 2017 3:28:14 PM

Dear Offeror,

I write to update you regarding the status of beWellnm's procurement of outreach and education services through Request for Proposals 2017-001 (the RFP).

As you know, at the beWellnm Board of Directors' meeting on November 17, 2017, the Board announced its decision to postpone selection of an offeror to allow Board members and staff time to review the RFP and the RFP process to ensure that the procurement serves the best interests of beWellnm.

We expect the review to be completed shortly and for the Board of Directors to meet promptly to take action regarding the RFP. Although not yet certain, our best estimate is that the Board will convene a special meeting on December 15, 2017. We will of course notify all offerors and the public of the specific date, time, and location as soon as possible.

We appreciate your participation in the RFP, your involvement in the activities of beWellnm, and your patience while beWellnm has adjusted the RFP's proposed timeline for selection of a vendor. The outreach and education services are extremely important to beWellnm's mission and we just want to make sure that we get it right.

Respectfully

Maureen Manring
Procurement Administrator

Maureen Manring

Director of Communication & Outreach

New Mexico Health Insurance Exchange

7601 Jefferson NE Suite 160

Albuquerque, NM 87109

mmanring@nmhix.com

Phone: 505-314-5223

From: Minard, Anne
To: William Grantham
Subject: Fwd: 2019 Legislation Tracker (Utilities) - Invitation to edit
Date: Wednesday, December 19, 2018 1:04:29 PM

Hi Bill,
I can't remember if I shared this with you yesterday?

---------- Forwarded message ---------
From: **Elaine Heltman (via Google Sheets)** <drive-shares-noreply@google.com>
Date: Tue, Dec 18, 2018 at 8:48 AM
Subject: 2019 Legislation Tracker (Utilities) - Invitation to edit
To: <aminard@nmag.gov>
Cc: <jyar@nmag.gov>, <ckhoury@nmag.gov>, <rlundin@nmag.gov>

EHeltman@nmag.gov has invited you to **edit** the following spreadsheet:

2019 Legislation Tracker (Utilities)

Greetings! Here is the 2019 Legislation Tracker for Utilities.

Elaine

Open in Sheets

Google Sheets: Create and edit spreadsheets online.
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because someone shared a spreadsheet with you from Google Sheets.

--
*** Privileged and confidential. Subject to Common Interest Agreement.***

Anne Minard
Special Assistant Attorney General
State of New Mexico Office of the Attorney General
Consumer & Environmental Protection Division
408 Galisteo Street

Santa Fe, NM 87501
505-490-4045

From: Khoury, Cholla
To: Minard, Anne
Cc: Elaine Heltman; Joseph Yar; Robert Lundin
Subject: Re: 2019 Legislation Tracker (Utilities) - Invitation to edit
Date: Tuesday, December 18, 2018 10:27:09 AM

Yes, please do!

On Tue, Dec 18, 2018 at 9:07 AM Minard, Anne <aminard@nmag.gov> wrote:

> Hi all,
> I am wondering if I might add some bills that are environmental but not utilities-related. Perhaps we could shade the cells to distinguish them (green for enviro, yellow for utilities?)? Happy to do that if there are no objections.
> Anne
>
> On Tue, Dec 18, 2018 at 8:48 AM Elaine Heltman (via Google Sheets) <drive-shares-noreply@google.com> wrote:
>
> EHeltman@nmag.gov has invited you to **edit** the following spreadsheet:
>
> 2019 Legislation Tracker (Utilities)
>
> Greetings! Here is the 2019 Legislation Tracker for Utilities.
>
> Elaine
>
> Open in Sheets
>
> Google Sheets: Create and edit spreadsheets online.
> Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
> You have received this email because someone shared a spreadsheet with you from Google Sheets.

--

*** Privileged and confidential. Subject to Common Interest Agreement.***

Anne Minard
Special Assistant Attorney General
State of New Mexico Office of the Attorney General
Consumer & Environmental Protection Division
408 Galisteo Street

Santa Fe, NM 87501
505-490-4045

--
Cholla Khoury
Director, Consumer and Environmental Protection Division
New Mexico Attorney General's Office
408 Galisteo Street
Santa Fe, NM 87501
(505)490-4052 (office)
(505)231-3483 (cell)

CONFIDENTIALITY NOTICE: The information in this e-mail and in any attachment may contain information that is legally privileged. It is intended only for the attention and use of the named recipient. If you are not the intended recipient, you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail in error, please notify sender at the New Mexico Attorney General's Office and delete this message. Thank-you.

From:	William Grantham
To:	Anne Minard
Subject:	RE: 2019 Legislation Tracker (Utilities) - Invitation to edit
Date:	Wednesday, December 19, 2018 2:26:26 PM

No – thanks for sending!

From: Minard, Anne [mailto:aminard@nmag.gov]
Sent: Wednesday, December 19, 2018 1:04 PM
To: William Grantham <wgrantham@nmag.gov>
Subject: Fwd: 2019 Legislation Tracker (Utilities) - Invitation to edit

Hi Bill,
I can't remember if I shared this with you yesterday?

---------- Forwarded message ---------
From: **Elaine Heltman (via Google Sheets)** <drive-shares-noreply@google.com>
Date: Tue, Dec 18, 2018 at 8:48 AM
Subject: 2019 Legislation Tracker (Utilities) - Invitation to edit
To: <aminard@nmag.gov>
Cc: <jyar@nmag.gov>, <ckhoury@nmag.gov>, <rlundin@nmag.gov>

EHeltman@nmag.gov has invited you to **edit** the following spreadsheet:

2019 Legislation Tracker (Utilities)

Greetings! Here is the 2019 Legislation Tracker for Utilities.

Elaine
Open in Sheets

Google Sheets: Create and edit spreadsheets online.
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because someone shared a spreadsheet with you from Google Sheets.

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*** Privileged and confidential. Subject to Common Interest Agreement.***

Anne Minard
Special Assistant Attorney General
State of New Mexico Office of the Attorney General
Consumer & Environmental Protection Division
408 Galisteo Street
Santa Fe, NM 87501
505-490-4045

From: Minard, Anne
To: William Grantham
Subject: Re: stuff
Date: Friday, November 9, 2018 11:42:13 AM

No, not yet. I'll share with you the wish list I've created (Chola has access to it).

https://docs.google.com/document/d/1gFlzwnp88fCbDR7t7DIH53T0FKzlV9YWYsA2xQgqJFg/edit?usp=sharing

On Fri, Nov 9, 2018 at 11:25 AM William Grantham <Wgrantham@nmag.gov> wrote:

> Hi Anne,
>
> As you may or may not have noticed, I'm not in SF today. Felt like I needed to be in my own office for productivity.
>
> Cholla and I have not crossed paths for several days. Have you gotten responses for things you are waiting on?
>
> BILL GRANTHAM
>
> ASSISTANT ATTORNEY GENERAL
>
> CONSUMER & ENVIRONMENTAL PROTECTION DIVISION
>
> NEW MEXICO OFFICE OF THE ATTORNEY GENERAL
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> 201 3RD ST. NW, SUITE 300
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