

ADMINISTRATIVE OFFICE OF THE COURTS
NEW EMPLOYEE ORIENTATION TRAINING & CHECKLIST

Employee: _____ Hire Date: _____ Employee ID: _____

Employee's Classification: _____ Position #: _____

Hourly Rate: _____ Annual Salary: _____

Pay Range: _____ Compa Ratio: _____

OL Number: _____ Full Time / Part Time (circle one) _____

Supervisor: _____ Status of Position: Classified / Term / Temp / At-Will (circle one) _____

Status of Employee: Probationary / Non-Probationary (circle one) _____ FLSA Status: Exempt / Non-Exempt (circle one) _____

Prior Employment

Have you ever worked for the State of New Mexico before?

YES NO (circle one) *If yes, what approx. dates? _____

*If dates are prior to January 2006, please provide employment verification. If previously employed with the State of NM (Judicial, Executive, or Legislative) you are responsible for notifying AOC HRD and providing documentation which is needed to ensure you earn the appropriate leave accruals.

Did you retire from the State of New Mexico or are you receiving a pension from PERA?

YES NO (circle one)

SECTION 1 - Policy Training & Acknowledgement forms

Please initial that you received and are aware that you are responsible for reading and adhering to all New Mexico Judicial Branch Personnel Rules, Policies and Procedures, including any applicable forms effective immediately, and for the duration of your employment. You will also sign an acknowledgement form to this affect, and that it is your responsibility for complying with future changes and revisions of such Rules, Policies, Procedures, Practices, Regulations, or Guidelines.

SECTION 1 - Policy, Training & Acknowledgement forms Incumbents Initials / AOC HRD Received

- (1.A) *New Mexico Judicial Code of Conduct and Supreme Court order 10-8500 _____
- (1.A.1) *Acknowledgement form for NM Judicial Branch Personnel Rules & Regulations – Definitions of Just Cause and NM Judicial Branch Personnel Policies – Code of Conduct and Supreme Court order 10-8500 [including Training] _____
- (1.B) *Policy for Financial Fraud Policy and Supreme Court Order 14-8500 _____
- (1.B.1) *Acknowledgement form for Financial Fraud Reporting and Prevention Policy [including Training] _____
- (1.C) *Policy for Drug/Alcohol Free Workplace and Drug/Alcohol Testing _____
- (1.C.1) *Acknowledgement form for Drug-Free and Alcohol-Free Work Place and Drug/Alcohol Testing Policies [including Training] _____
- (1.D) *Policy for Driving with Electronics _____
- (1.D.1) *Acknowledgement form for Driving with Electronics Policy [including Training] _____
- (1.E) *Policy for Language Access Training _____
- (1.E.1) *Acknowledgement form for Language Access Training Policy [including Training] _____
- (1.F) Loss Prevention and Control & FEMA Training, Video and Active Shooter "How to Respond" Acknowledgement Form _____

*Forms completed AT New Employee Orientation
** Forms due back to AOC HRD within two weeks

- (1.G) Computer and Internet Use Policy and Supreme Court Order 06-8500 _____
- (1.G.1) *Computer and Internet Use Policy and Supreme Court Order Acknowledgement form _____
- (1.H) *Policy for Harassment, Including Sexual Harassment, Discrimination & Retaliation Prevention _____
- (1.H.1) *Acknowledgement form for Harassment, Including Sexual Harassment, Discrimination & Retaliation Prevention Policy [including Training] _____

SECTION 2 - Personal Data forms **Incumbents Initials / AOC HRD Received**

- (2.A) *Employment Eligibility Verification (I-9) _____
- (2.B) *Personal Data form _____
- (2.C) *Supreme Court of New Mexico Judicial Branch Employment Appointments form _____
- (2.D) *Employee Withholding Allowance Certificate (W-4) form _____
- (2.E) *Direct Deposit Authorization and Agreement or Declination _____

SECTION 3 – Public Employees Retirement Association (PERA) forms **Incumbents Initials / AOC HRD Received**

- (3.A) *Application for PERA Membership (Membership is a condition of employment) _____
- (3.B) *Beneficiary Designation form (PERA) _____
- (3.C) *Beneficiary Spousal Consent form (PERA) _____
- (3.D) PERA TIER 1 and TIER 2 Member Handbooks Handout _____
- (3.E) PERA TIER 1 Summary of PERA Pension Plan Changes _____
- (3.F) PERA TIER 2 Summary of PERA Pension Plan Changes _____

SECTION 4 - Insurance forms and Information **Incumbents Initials / AOC HRD Received**

- (4.A) **State of NM Employee Benefits New Hire (or Qualifying Event) Benefit Enrollment form _____
- (4.B) **Minnesota Insurance Company State of New Mexico General Services Department Beneficiary Designation / Change form _____
- (4.C) **State of New Mexico Employee Enrollment/Change Form _____
- (4.D) HIPAA Privacy Policies and Procedures for the Risk Management Division, GSD, SONM _____
- (4.E) *Employee Notice of Privacy Practices, Risk Management Division (HIPAA) _____
- (4.F) **Affidavit of Domestic Partnership form _____
- (4.G) **State of New Mexico Enrollment form Healthcare and/or Dependent Care Flexible spending benefits _____
- (4.H) **State of New Mexico Enrollment form Transportation (Commuting) Benefits _____
- (4.I) "Maximize your income with a healthcare FSA" - Flexible Spending Account Brochure _____
- (4.J) Employee FAQ: Flexible Spending Accounts handout _____
- (4.K) "POP Will Save You Money" handout _____
- (4.L) *State of New Mexico Premium Only Plan "POP" Waiver form _____
- (4.M) Bi-Weekly Contribution Schedule of Insurance Premiums handout _____
- (4.N) Bi-Weekly Contribution Schedule of Insurance Premiums – Domestic Partner handout _____
- (4.O) General Services Department Risk Management Division/Employee Benefits Bureau Overview Paper HMO vs. PPO _____
- (4.P) State of New Mexico Group Benefits Plan Year Jan-Dec Power Point handout _____
- Summary of Benefits & Coverage:
 - (4.Q.1) Blue Cross Blue Shield HMO Plan _____
 - (4.Q.2) Blue Cross Blue Shield PPO Plan _____
 - (4.Q.3) Presbyterian HMO Plan _____
 - (4.Q.4) PPO New Mexico Delta Dental Plan _____
 - (4.Q.5) Keep your eyes healthy with State of NM RMD and VSP Vision Care Plan _____
 - (4.Q.6) Express Scripts Prescription Drug Benefit Plan _____
 - (4.Q.7) State of New Mexico Health Benefits Comparison handout _____
- (4.S) COBRA form: Notice of Rights to Continue Coverage handout _____
- (4.T) FAQ's for Employees about COBRA Continuation Health Coverage _____
- (4.U) Employee Assistance Program Brochure _____
- (4.V) Deferred Compensation Plan Brochure _____

*Forms completed AT New Employee Orientation
 ** Forms due back to AOC HRD within two weeks

New Mexico Judicial Branch Code of Conduct for Judicial Employees



Adopted by the
State of New Mexico Supreme Court
Effective: February 9, 2010
Supreme Court Order # 10-8500



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Note The table of contents, index and page numbers used in this version of the Code are for convenience in studying this document and are not part of the Code.

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PREAMBLE

A fair and independent judicial system is essential to the administration of justice. Proper conduct by Judicial Employees inspires public confidence and trust in the Judicial Branch. There are certain principles that should govern the conduct of all Judicial Employees. This Code of Conduct (“Code”) provides uniform standards for the conduct of all Judicial Employees other than Judges. It is intended to complement the Code of Judicial Conduct, Rule 21-001 et seq. NMRA that governs the conduct of Judges and should be interpreted in a manner consistent with that Code.

The minimum standards contained in this Code do not preclude the adoption of, nor do they usurp more rigorous standards set by law, Supreme Court order, local rule or policy. Violations of this Code shall be enforced locally and in the same manner as violations of the New Mexico Judicial Branch Personnel Rules (NMJBPR).

DEFINITIONS

The following terms have specific meanings within the context of this Code.

“**Canon**” is a fundamental principle governing the conduct of Judicial Employees. The broad statement of principle appearing before each major section of the Code is the CANON. There are five Canons in this Code.

“**Domestic Partner**” shall mean a person who is in a mutually exclusive committed relationship with an employee and who both share a primary residence for 12 or more consecutive months and who are jointly responsible for the common welfare of each other and who share financial obligations, as evidenced by an affidavit of domestic partnership executed by the employee and the other person, as required by Executive Order 2008-101.

“**Family Member**” shall mean and include a relation by blood or marriage within the third degree, who is a spouse, parent, mother-in-law, father-in-law, stepparent, child, son-in-law, daughter-in-law, stepchild, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandparent, grandchild, uncle, aunt, nephew, niece, great grandchild and great grandparent.

“**Household Member**” shall mean persons living together at the same residence.

“**Judge**” shall mean any person who performs judicial functions within the judicial system as defined in the Code of Judicial Conduct who is a Supreme Court Justice, Court of Appeals Judge, District Judge, Metropolitan Judge, Magistrate Judge, or a *pro tempore* judge.

“**Judicial Branch**” shall mean the Supreme Court, the Court of Appeals, Administrative Office of the Courts, District, Metropolitan and Magistrate Courts, the Supreme Court Building Commission, the New Mexico Compilation Commission and the Supreme Court Law Library.

“Judicial Employee” shall mean any employee of the Judicial Branch, whether at-will, exempt, non-exempt, permanent, part-time, full-time, probationary or temporary, including Domestic Violence Special Commissioners, Domestic Relations Hearing Officers, Child Support Hearing Officers and Special Masters, but does not include Judges.

“Judicial Entity” shall mean any court or administrative group within the Judicial Branch.

CANON 1

JUDICIAL EMPLOYEES SHALL UPHOLD THE INTEGRITY AND INDEPENDENCE OF THE JUDICIAL BRANCH

Independence and Integrity. An independent and honorable Judicial Branch is indispensable to justice in our society. Therefore Judicial Employees shall maintain high standards of conduct, integrity, honesty, and truthfulness so that the independence of the Judicial Branch is preserved.

Commentary:

The fundamental attitudes and habits of individual Judicial Employees reflect on the integrity and independence of the Judicial Branch and are of vital importance in maintaining the confidence of the public in the Judicial Branch. Honesty and truthfulness are paramount.

CANON 2

JUDICIAL EMPLOYEES SHALL AVOID IMPROPRIETY AND THE APPEARANCE OF IMPROPRIETY IN ALL THEIR ACTIVITIES FOR THE JUDICIAL BRANCH

A. Compliance with Law and Public Confidence. Judicial Employees shall respect and comply with the law; and with respect to their employment by the Judicial Branch and in the performance of their duties for the Judicial Branch, shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the Judicial Branch.

Commentary:

As public servants, Judicial Employees shall respect and comply with the law, personnel rules, policies and these canons. Public confidence in the Judicial Branch is maintained by the willingness of each employee to live up to this standard. When faced with conflicting loyalties, Judicial Employees shall seek first to maintain public trust.

A Judicial Employee shall not express to any person not an employee of the court a personal opinion about a pending case or disclose the extent of his or her involvement in the decision-making process. This prohibition does not extend to public statements made in the course of one's official duties or to an explanation of court procedures.

B. Gifts and Extra Compensation. Judicial Employees shall not solicit, accept, agree to accept or dispense any gift, favor or loan either for themselves or on behalf of another based on the understanding either explicit or implicit that such would influence an official action of the court. Unsolicited gifts of *de minimus* or insignificant value may be allowed if authorized by the Administrative Authority.

Judicial Employees shall not request or accept any fee or compensation beyond their regular compensation for assistance given as part of their official duties for the Judicial Branch.

Commentary: Examples of improper conduct include seeking a favor or receiving a gift at any time, or the promise of one at any time, whether it is money, services, travel, food, entertainment, or hospitality that could be reasonably viewed as a reward for past or future services. Employees may accept awards presented in recognition of public service. -If authorized by the Administrative Authority employees may receive unsolicited refreshments and items of insignificant value during the holidays or when attending a conference, seminar or meeting. Receiving fees or compensation not provided by law in return for public service is not permissible. Accepting, agreeing to accept, giving or requesting a gift with an understanding that any judicial business or proceeding would be influenced may be a violation of state law.

C. Abuse of Position. Judicial Employees shall not use or attempt to use their positions as employees of the Judicial Branch to influence or secure special privileges or exemptions for themselves or any other person.

Commentary:

Judicial Employees shall never influence or attempt to influence the assignment of cases, perform any discretionary or ministerial function in a manner that improperly favors any litigant, or imply that they are in a position to do so.

Judicial Employees shall not, for example, seek or provide special consideration regarding traffic citations or parking violations, provide special treatment to particular parties or matters, discuss the merits of cases pending before the Judicial Branch (except as required as part of one's official position) or give the appearance of preferential treatment.

D. Employment of Family, Domestic Partner, Household Members. No Judicial Employee shall knowingly employ, advocate or recommend for employment any Family Member, Domestic Partner or Household Member. (Ref: NMJBPR 4.06)

E. Use of Public Resources. Judicial Employees shall use the resources, property and funds of the Judicial Branch in a judicious manner and solely in accordance with statutes, policies and procedures.

Commentary:

Judicial Employees shall not, for example, knowingly make false entries on time cards or personnel records; backdate a judicial document without the Judicial Entity's consent; falsely claim reimbursement for mileage or expenses; misuse the telephone, computer, internet, instant messaging, facsimile machine, or copying machine; or take supplies for private use.

CANON 3

JUDICIAL EMPLOYEES SHALL PERFORM THEIR DUTIES IMPARTIALLY AND DILIGENTLY

A. **Professionalism.** Judicial Employees shall be respectful, dignified, patient, prompt and courteous to everyone, including jurors, witnesses, co-workers, supervisors and others who come in contact with the Judicial Branch.

B. **Impartiality.** Judicial Employees shall perform their duties impartially, and shall not be influenced by kinship, domestic partnership, a household member, social or economic status, political interests, public opinion or fear of criticism or reprisal.

Commentary:

Judicial Employees who think they may be unduly influenced in a particular matter shall discuss the situation immediately with a supervisor, administrator or judge.

C. **Bias and Prejudice.** Judicial Employees shall perform their duties without bias or prejudice and shall not manifest bias or prejudice by words or conduct.

Commentary: Judicial Employees come into contact with a variety of people from many walks of life. They may be of a different race, sex, religion, national origin, ancestry, age, spousal affiliation, sexual orientation, gender identity or socioeconomic status. They may have a physical or mental handicap, disability or medical condition, or they may have an actual or perceived health condition. Regardless, Judicial Employees shall perform their duties without any bias or prejudice toward those with whom they come in contact including fellow employees and members of the public.

D. **Information and Records.** Judicial Employees, when authorized, shall furnish timely, accurate, information and shall provide the public access to public judicial proceedings and records according to established procedures and subject to applicable law. Judicial Employees shall not disclose any confidential information received in the course of official duties, except as required in the performance of such duties, or use such information for personal gain or advantage.

Commentary:

Some information received by Judicial Employees while performing their duties is confidential and shall not be revealed. Sometimes confidential matters are revealed through innocent and casual remarks about pending or closed cases, about participants in litigation, or about juries, any of which could seriously prejudice a case or harm a person's standing in the community. Proper care must be taken at all times to safeguard confidential and private information.

E. Legal Advice. Judicial Employees shall be responsive to inquiries regarding standard court procedures but shall not give legal advice unless it is required as part of one's official position.

Commentary:

Judicial Employees may assist the public, consistent with the Judicial Branch's resources, with matters within the scope of their responsibilities and knowledge. Additional information in this regard is found at NMRA 23-113. In performing their official duties, Judicial Employees shall not recommend the names of private attorneys to the public unless the Judicial Employee works in a court-approved lawyer-referral program, but may refer members of the public to bar associations or legal aid organizations.

F. Education, Licensing and Certification. Judicial Employees shall comply with judicial education requirements and maintain any licensing or certification required for their positions.

G. Communication with Judges. Unless as required as part of an employee's official duties, Judicial Employees shall not communicate personal knowledge about the facts of a pending case to the Judge assigned to the case and shall not make or repeat remarks about a pending case before the Judicial Branch that might affect the outcome of the proceeding.

H. Duty to Report. Judicial Employees shall immediately report any violation or perceived violation of the law by a Judicial Employee or Judge. Judicial Employees shall also immediately report any violation of this code by another Judicial Employee. Reports shall be made to the applicable supervisor, administrator, Judge or as provided by rule, order or policy as applicable within the Judicial Entity. Minor infractions need not be reported. Judicial Employees shall not be subject to retaliation for reporting violations if such report is made in good faith. Judicial Employees shall report to their Court Executive Officer or Administrative Authority any personal violation of the law or charge immediately.

Commentary:

This obligation does not prohibit reporting illegal conduct to a law enforcement agency or other appropriate authority. In addition, Judicial Employees shall cooperate with the Judicial Standards Commission and may communicate with the Commission at any time, without fear of reprisal, for the purpose of discussing potential or actual judicial misconduct. Minor matters such as a parking ticket, jay walking, littering, or speeding (less than 10 miles per hour over the posted speed limit) need not be reported. Other infractions that might reflect adversely on the Judicial Branch such as charges or convictions of assault, battery, domestic violence, fraud and driving while intoxicated must be reported to the appropriate person.

CANON 4

JUDICIAL EMPLOYEES SHALL CONDUCT THEIR OUTSIDE ACTIVITIES AS TO MINIMIZE CONFLICTS WITH THEIR EMPLOYMENT RESPONSIBILITIES

A. General. Judicial Employees shall avoid all outside activities that reflect negatively upon the Judicial Branch or that might detrimentally affect their ability to perform their duties for the Judicial Branch.

B. Outside Activities. Outside Activities shall include but are not limited to outside employment (including self-employment), business activities and non-compensated activity. Before Judicial Employees engage in outside employment, notice must be given and approval granted as per rules and policies of the Judicial Branch. Except as provided by law or authorized by the Judicial Branch, Judicial Employees shall not engage in any outside activity that:

- 1) involves an organization or a private employer that regularly conducts business with the Judicial Branch;
- 2) is conducted during the Judicial Employee's normal working hours;
- 3) places the Judicial Employee in a position of conflict with the Judicial Branch, with his or her official role at the Judicial Entity or otherwise creates a conflict of interest;
- 4) requires the Judicial Employee to appear regularly in judicial or State of New Mexico administrative agency proceedings;
- 5) identifies the Judicial Employee with the Judicial Branch or gives an impression that the employment or activity is on behalf of the Judicial Branch;
- 6) is detrimental to the interests of the Judicial Entity or the Judicial Branch;

- 7) is directly related to the practice of law, unless it is approved *pro bono* work or *pro se*; or
- 8) requires use of judicial equipment, materials, supplies, telephone or Internet services, office space, computer time, or facilities.

Commentary:

These provisions should be read to not inhibit the exercise of constitutional rights such as freedom of speech, association or religion.

In order to avoid any employment that is in conflict with a Judicial Employee's official role within the Judicial Branch, a Judicial Employee shall not, for example, work for a police department, public defender, or prosecutor. Judicial Employees may become foster parents, and may teach, lecture, speak, or write on any subject, so long as any payment does not create the appearance of impropriety, any presentation or document clarifies that the Judicial Employee is not representing the Judicial Entity or the Judicial Branch, and any confidential documents and information are not disclosed.

C. Conflict of Interest. Judicial Employees shall manage personal and business matters so as to avoid situations that may lead to conflict, or the appearance of conflict, in the performance of their employment for the Judicial Branch.

- 1) Judicial Employees shall inform the appropriate supervisor of any potential conflict of interest involving their duties.
- 2) Judicial Employees shall withdraw from participation in a court proceeding or judicial business in which they have a personal, business, or family interest or in which a Family Member, Domestic Partner or Household Member is involved or that may actually or appear to influence the outcome of the judicial proceeding or business.

Commentary:

Every Judicial Employee has a legal and moral obligation to identify, disclose and avoid conflicts of interest. A potential conflict of interest exists when an official action or decision in which a Judicial Employee participates may specially benefit or harm a personal, business or employment interest of the Judicial Employee, the Judicial Employee's Family Member, Household Member or Domestic Partner, or the Judicial Employee's close friends. In a judicial proceeding, a potential conflict of interest arises if a Judicial Employee's business associate, Family Member, Household Member, Domestic Partner or close friend is an interested party. Even if no impropriety actually occurs, a conflict of interest creates an appearance of impropriety that can seriously undermine the public's confidence and trust in the judicial system. If withdrawal from a matter would cause unnecessary hardship, the Judge, Court Executive Officer or Administrative Authority may authorize the Judicial Employee to participate in the matter if:

- a. permitted by this Code,

- b. no reasonable alternative exists, and
- c. safeguards, including full disclosure to the parties involved, ensure official duties are properly performed.

Judicial Employees shall not process any paperwork filed by themselves, a family member, domestic partner, household member or close friend. For example, if the son of a Judicial Employee who is a clerk in a judicial district files a case in that court, the related Judicial Employee should not process the paperwork.

D. Solicitation. Judicial Employees shall not use their positions or offices to solicit funds. Unless, the solicitation is part of an employee's official position.

Commentary:

A Judicial Employee should not request any contribution of funds under circumstances in which the employee's close relationship to a Judge or employment in the Judicial Branch could reasonably be viewed to give weight to the request.

CANON 5

JUDICIAL EMPLOYEES SHALL REFRAIN FROM INAPPROPRIATE POLITICAL ACTIVITIES

A. Right to Vote. The right to vote is a fundamental right and all Judicial Employees are encouraged to exercise that right.

B. Political Activities. Engaging in any political activity shall be done as a private citizen and in accordance with Judicial Branch rules and policies. NMJBPR Section 7 governs political activity and should be referenced in regard to this canon.

Commentary:

Specifically, no campaign literature, buttons, pens, or signs (with the exception of bumper stickers as described below) are allowed on court property. Employees may campaign for the candidate of the employee's choice on the employee's own time but shall not draw attention in any way to the fact that the employee is employed by the court. For example, employees may wear campaign buttons or hand out literature on the employee's own time. Employees may have a bumper sticker on the employee's car and park in the court parking lot, so long as the employee does not park in a space reserved for court personnel. Employees may place a sign in the employee's yard. Employees may place a sign larger than a bumper sticker on the employee's vehicle but may not park the vehicle on court property while it bears the larger sign. The intent of the code is not to inhibit anyone from engaging in political activity when not at work. The intent is to ensure that all courts and court entities maintain, and are perceived to maintain, neutrality on political questions.

C. Opinions and Political Subjects. Consistent with the rules and policies, Judicial Employees may express opinions on all political subjects and candidates provided that Judicial Employees do not give the impression that the Judicial Entity or the Judicial Branch endorses political candidates or supports political causes.

Commentary:

The Judicial Branch seeks to maintain neutrality in political matters. While Judicial Employees may express and act on personal opinions about political candidates and issues as other citizens, they should maintain neutrality in action and appearance when performing their duties on behalf of the Judicial Branch. This does not apply to Judicial Employees whose positions permit political advocacy on the part of the Judicial Entity or the Judicial Branch. To this end, Judicial Employees should separate their political activities from their employment duties for the Judicial Branch.

D. Workplace Activity. During scheduled work hours or at the workplace, Judicial Employees shall not engage in political campaign activities and shall not display literature, badges, buttons, stickers, signs, or other political advertisements on behalf of any party, political committee, agency, or candidate for political office.

E. Elective Office. Except to the extent that such would be precluded by the Hatch Act, Judicial Employees may be candidates for partisan and non-partisan elected office provided they follow the requirements set forth in the New Mexico Judicial Branch Personnel Rules and Policies. (NMJBPR Section 7)

F. Political Pressure. Judicial Employees shall not use their official authority or position, directly or indirectly, to influence or attempt to influence any other Judicial Employee to become a member of any political organization or to take part in any political activity.

G. Judicial Campaign Activity. Judicial Employees may voluntarily participate in judicial campaign activities and may voluntarily contribute funds to a campaign, but only through a Judge's fund-raising committee. However, Judicial Employees shall not be required as a condition of employment or otherwise to participate in political activities or be required to contribute funds for any political purpose.

H. Political Discrimination. Judicial Employees shall not discriminate in favor of or against any subordinate or any applicant for Judicial Branch employment on account of permitted political activities.

By order of the Supreme Court of New Mexico.

Done in Santa Fe, New Mexico, this 9th day of February, 2010.

_____/s/_____
Chief Justice Edward L. Chávez

_____/s/_____
Justice Patricio M. Serna

_____/s/_____
Justice Petra Jimenez Maes

_____/s/_____
Justice Richard C. Bosson

_____/s/_____
Justice Charles W. Daniels

... A TRUE COPY

Katherine Bosson
Clerk of the Supreme Court
of the State of New Mexico

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

February 9, 2010

10-8500

IN THE MATTER OF THE ADOPTION
OF THE NEW MEXICO JUDICIAL BRANCH
CODE OF CONDUCT FOR JUDICIAL EMPLOYEES

ORDER

WHEREAS, a fair and independent judicial system is essential to the administration of justice and conduct by judicial employees inspires public confidence and trust in the Judicial Branch of Government; and

WHEREAS, there exist certain principles that should govern the conduct of all judicial employees; and

WHEREAS, this matter came on for consideration by the Court upon recommendation of the Judicial Branch Personnel Rules Committee to adopt a Code of Conduct for Judicial Employees, and the Court having considered said recommendation and being sufficiently advised, Chief Justice Edward L. Chávez, Justice Patricio M. Serna, Justice Petra Jimenez Maes, Justice Richard C. Bosson, and Justice Charles W. Daniels concurring;

NOW, THEREFORE, IT IS ORDERED that the recommendation

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hereby is GRANTED and the Code of Conduct for Judicial Employees
hereby is APPROVED; and

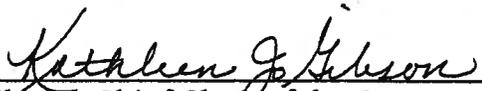
IT IS FURTHER ORDERED that the Code of Employee Conduct shall
be posted on the Judicial Branch website <www.nmcourts.gov> and that
each judicial employee shall be notified of its adoption; and

IT IS FURTHER ORDERED that the Code of Employee Conduct or
reference thereto shall be included in any new employee orientation
materials.

IT IS SO ORDERED.

WITNESS, Honorable Chief Justice Edward L. Chávez
of the Supreme Court of the State of New Mexico, and
the seal of said Court this 9th day of February, 2010.

(SEAL)



Kathleen Jo Gibson, Chief Clerk of the Supreme Court
of the State of New Mexico

Administrative Office of the Courts

(1.A.1)

Supreme Court of New Mexico

Arthur W. Pepin, Director
Lynette Paulman-Rodriguez, HR Director



237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505) 827-4810
(505) 827-8091 (fax)

ACKNOWLEDGEMENT FORM **Signed form due back to AOC/HRD**

I, _____ acknowledge that it is my responsibility to access, review, and comply with

Print Name

the New Mexico Judicial Branch Personnel Rules and Regulations (NMJBPR), Personnel Policies and Procedures including the Code of Conduct.

- **NM Judicial Branch Personnel Rules & Regulations - Definitions of Just Cause**
- **NM Judicial Branch Personnel Policies - Code of Conduct effective February 9, 2010 Adopted by Supreme Court Order #10-8500 including all Five Canons.**

NMJBPR Definitions of Just Cause for Discipline or Dismissal include but are not limited to the following:

- (1) failing to comply with federal and state constitutions, statutes, municipal ordinances, rules and regulations including the New Mexico Judicial Branch Personnel Rules or Policies; (Amended 07/01/14)
- (12) attempting to use undue influence for a promotion, leave, favorable assignment, or other individual advantage
- (15) attempting to use influence to affect a court action's outcome
- (29) failure to immediately report to the Administrative Authority any misdemeanor or felony citations, arrests, and/or criminal charges filed against the employee, since becoming employed with the Judicial Branch. (Added 08/01/10)
- (30) failure to immediately keep the Administrative Authority promptly informed as to the misdemeanor or felony final case disposition. (Added 08/01/10)
- (31) failure to immediately report to the Administrative Authority any civil litigation in which the employee or an employee's family member is a party or participant. (Added 08/01/10)
- (35) failing to follow and abide by the New Mexico Judicial Branch Code of Conduct. (Added 07/01/14)

Signature of Acknowledgment - I understand that I am responsible for reading and adhering to the NMJBPR and the NMJB Personnel Policies, including specifically the Code of Conduct effective February 9, 2010 adopted by Supreme Court order #10-8500 including all five Canons. It is my responsibility to contact my HR representative if I have questions. These materials are general in nature and do not address all the possible applications of, or exceptions to, these Rules, Policies, and Procedures. The Supreme Court of the State of New Mexico retains the sole right in its judgment to modify, suspend, interpret or cancel in whole or part at any time these Rules, personnel policies or practices as defined in NMJBPR 1.04. The Administrative Office of the Courts does not recognize verbal or implied contracts for employment. Such employment agreements will only be valid and binding when the agreement is set forth, and approved, in a written document.

Signature

Date

cc: Employee Personnel File

To view the Code of Conduct in its entirety please visit:

<http://www.nmcourts.gov/newface/hr/nmjbp/NMJB%20CODE%20OF%20CONDUCT%20and%20SUPREME%20COURT%20ORDER%20%209%2010.pdf>

To view the NMJBPR in its entirety please visit:

<http://www.nmcourts.gov/newface/hr/uploadedfiles/judicialbranchpersonnelrulesPart-I.pdf>

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

STATEMENT OF POLICY AND PRINCIPLES

The New Mexico Judiciary is committed to protecting its revenue, property, information and other assets from any attempt, by members of the public, contractors, sub-contractors, agents, intermediaries or its employees, to gain by deceit financial or other benefits. It is the New Mexico Judiciary's intent to fully investigate any suspected acts of fraud, misappropriation or other similar irregularity. An objective and impartial investigation will be conducted regardless of the employee's or individual's position, title, length of service, or relationship with the New Mexico Judiciary. This policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for investigating fraud.

The New Mexico Judiciary is committed to truthful financial reporting at all times.

DEFINITIONS

A. New Mexico Judiciary includes the following entities:

Supreme Court Law Library, New Mexico Compilation Commission, Court of Appeals, Supreme Court, Supreme Court Building Commission, Administrative Office of the Courts (including all Magistrate Courts), First Judicial District Court, Second Judicial District Court, Third Judicial District Court, Fourth Judicial District Court, Fifth Judicial District Court, Sixth Judicial District Court, Seventh Judicial District Court, Eighth Judicial District Court, Ninth Judicial District Court, Tenth Judicial District Court, Eleventh Judicial District Court, Twelfth Judicial District Court, Thirteenth Judicial District Court, and the Bernalillo County Metropolitan Court.

B. Judicial Entity:

Any court or administrative group within the New Mexico Judiciary

C. Fraud includes all fraudulent acts and activities as defined by applicable law including but not limited to:

1. Forgery or alteration of documents (checks, time sheets, contractor agreements, purchase orders, other financial documents, electronic files, anything filed with the court)
2. Embezzlement or misappropriation of funds, supplies or any other asset.
3. Irregularity in the handling or reporting of money transactions done with malicious

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intent.

4. Misappropriation of furniture, fixtures and equipment.
5. Seeking or accepting anything of material value from vendors, consultants or contractors doing business with any judicial entity.
6. Unauthorized use or misuse of Judiciary property, equipment, materials or records.
7. Any computer related activity involving the alteration, destruction, forgery or manipulation of data for fraudulent purposes or misappropriation of Judiciary-owned software.
8. Any claim for reimbursement of expenses that were not made for the exclusive benefit of the judicial entity.
9. Any similar or related intentional irregularity.

D. Administrative Authority of the Entity:

Individual or designee with the primary responsibility to supervise and coordinate the administration of a Judicial Entity, or as designated by the Chief Judge and approved by Supreme Court Order. This individual may or may not be the Court Executive Officer CEO.

E. Chief Financial Officer (CFO):

Individual designated by the Administrative Authority of the entity with the primary responsibility to supervise, monitor and control the judicial entities accounting and financial function and investigate any allegations of fraud or fraudulent behavior pursuant to this policy.

APPLICABILITY

This policy has a broad application and applies to all employees of the New Mexico Judiciary as defined in the New Mexico Judicial Branch Personnel Rules, in addition to outside parties.

CONFIDENTIALITY

All participants in a fraud investigation shall keep the details and results of the investigation confidential. However, the Chief Judge, Administrative Authority of the entity or CFO in consultation with the AOC CFO, the AOC Director, and local law enforcement agency, may disclose particulars of the investigation with potential witnesses if such disclosure would

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

further the investigation.

GENERAL POLICY AND RESPONSIBILITIES

- A. Each judicial entity shall establish, institute and maintain written policies and procedures designed to set the standards for the accounting methods and internal controls intended to safe guard all assets entrusted to them. These policies and procedures shall ensure that an internal control structure exists that: defines fraudulent acts; defines activities and/or behaviors that give rise to suspected fraud; prevents accounting errors; prevents violation of state and federal law and rules related to financial matters; and describes the consequences of committing fraud.
- B. Each justice, judge, manager, supervisor or employee of the New Mexico Judiciary is expected to abide by this policy and shall avoid all fraudulent acts, activities or conduct that would compromise the integrity and appropriate reporting of the statutory intended use of public funds.
- C. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.
- D. Management should insure that adequate training has been provided to all judicial entity employees regarding the entity's operating, case management, accounting, and security policies and procedures.
- E. Management must alert suspected individuals that an investigation is under way, uphold any person's right to due process, and avoid making incorrect statements that could lead to claims of false accusation or other civil rights violations.
- F. The New Mexico Judiciary will make every reasonable effort, including court ordered restitution, to obtain recovery of the agency losses from the offender, or other appropriate source(s).
- G. The AOC will review the results of any investigations with responsible management and administrators as necessary, making recommendations for improvement to the systems of internal control.

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JUDICIARY EMPLOYEE EDUCATION AND TRAINING

- A. Each judicial entity shall ensure that every justice, judge, manager, supervisor and employee, on an annual basis: attends a training regarding this fraud policy; documents their attendance; and certifies their understanding of the responsibilities and consequences contained in this policy.
- B. Judicial Entity Certification - The Administrative Authority of the entity shall certify to the AOC Director by the first of January each year in a letter or e-mail that all current employees of that judicial entity have received training regarding the reporting requirement, responsibilities and consequences contained in this policy. The certification shall include all names of justices, judges, supervisors and employees in attendance. The AOC Fiscal Services Division (FSD) will maintain a record of certification communications received from all judicial entities
- C. The Fraud Training shall include:
 - (1) What constitutes fraud, fraudulent behavior and fraudulent activities;
 - (2) Examples of fraud, fraudulent behavior and fraudulent activities;
 - (3) Examples of how to report suspected fraud;
 - (4) Responsibilities of Justices, Judges, Supervisors, Managers and Employees;
 - (5) Consequences of committing fraud or reporting false allegations;
 - (6) An explanation of the Whistle-Blower protection provision

PROVISIONS

- A. All Employees

Any employee who has knowledge of an occurrence of irregular conduct, or has reason to suspect that a fraud has occurred, shall immediately notify his/her immediate supervisor. If the employee has reason to believe that the employee's supervisor may be involved in the suspected fraud, the employee shall immediately notify the entity

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

CFO and the Administrative Authority of the entity. The employee shall not discuss the matter with anyone other than his/her immediate supervisor, the entity CFO, the Administrative Authority of the entity and/or the local law enforcement agency if necessary. Employees who knowingly make false allegations will be subject to disciplinary action up to and including termination.

If an employee has reason to believe that the CFO may be involved directly or in collusion with the supervisor, the employee should immediately notify the Administrative Authority of the entity.

B. Supervisors

Upon notification from an employee of suspected fraud, or if the supervisor has reason to suspect that a fraud has occurred, the supervisor shall immediately notify the entity CFO and the Chief Judge or Administrative Authority of the entity. The supervisor shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the person to whom the fraud was reported, the Chief Judge or Administrative Authority of the entity and/or the local law enforcement agency if immediately necessary to protect the safety and welfare of court staff and the public.

C. Entity CFO

Upon notification from an employee or supervisor of suspected fraud, or if the entity CFO has reason to suspect that a fraud has occurred, the entity CFO shall immediately contact the Chief Judge or Administrative Authority of the entity. The Chief Judge or Administrative Authority shall not attempt to investigate the suspected fraud or to discuss the matter with anyone other than the AOC CFO, AOC Director and/or local law enforcement agency if immediately necessary to protect the safety and welfare of court staff and the public..

D. Chief Judge or Administrative Authority of the entity

Upon notification or discovery of a suspected fraud, the Chief Judge or Administrative Authority of the entity will promptly instruct the entity CFO to investigate the fraud. In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Chief Judge or Administrative Authority of the entity, in consultation with the AOC CFO and the AOC Director, may contact local law

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

enforcement agency depending on the severity. In circumstances where there appears to be reasonable grounds for suspecting that a cash fraud or forgery in a single or aggregate amount of \$250.00 or more has taken place, the Chief Judge, in consultation with the AOC CFO and the AOC Director, will contact local law enforcement agency.

E. Security of Evidence

Once a suspected fraud is reported, the entity CFO, in consultation with the Chief Judge or Administrative Authority of the entity, shall take immediate action to prevent the theft, alteration, or destruction of relevant records. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records.

F. Personnel Actions

If a suspicion of fraud is substantiated by the investigation, disciplinary action, up to and including termination, shall be taken by the CEO or appropriate level of management, in consultation with the AOC Human Resources Division, the Chief Judge or Administrative Authority of the entity, the AOC CFO, and the AOC Director, in conformance with the New Mexico Judicial Branch Personnel Rules (NMJBPR).

G. Whistle-Blower Protection

No Administrative Authority of the entity or person acting on behalf of an Administrative Authority shall:

- (1) terminate employment or threaten to terminate employment of an employee;
- (2) discipline or suspend or threaten to discipline or suspend an employee;
- (3) impose any penalty upon an employee; or
- (4) intimidate or coerce an employee, because the employee has acted in accordance with the requirements of the policy.

Violation of this section will result in disciplinary action up to and including termination.

H. Media Issues

Any judicial employee or elected official contacted by the media with respect to a fraud

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investigation shall refer the media to the Director of the AOC or the Director's designate. The alleged fraud investigation shall not be discussed with the media by any person other than through the Director of the AOC or designate, in consultation with the Chief Judge or Administrative Authority of the entity.

I. Documentation

At the conclusion of the investigation, the Chief Judge or Administrative Authority of the entity will document the results in a confidential memorandum report to the Chief Justice of the Supreme Court with a copy to the AOC CFO and the AOC Director. If the report concludes that the allegations are founded, the report will be forwarded to the local law enforcement agency. The Chief Judge or Administrative Authority of the entity and the entity CFO will also be required to submit a report to the AOC CFO documenting the procedures in place, and enforcement of the procedures, in order to prevent future similar occurrences.

J. Reporting to the State Auditor's Office and the agency External Auditors

The Chief Judge or Administrative Authority of the entity shall report findings of fraud to the State Auditor's Office and the external auditors of the entity pursuant to NMSA 1978 Section 12-6-6.

REPORTING PROCEDURES

- A. Justice, judge, at-will employee, or an employee should submit a clear, concise and relevant written complaint within a reasonable time not to exceed 90 calendar days from the most recent alleged related incident of fraud.
- B. A complaint against a justice, judge, Court Executive Officer, Chief Appellate Court Clerk, or AOC Director shall be submitted to the AOC CFO.
- C. A complaint against an employee or outside person shall be submitted as follows:
 - (1) In the Supreme Court or the Court of Appeals to the Chief Justice/Judge or Administrative Authority of the judicial entity.
 - (2) In a District Court or the Metropolitan Court to the Chief Judge or Administrative Authority of the judicial entity.
 - (3) In Magistrate Courts to the AOC CFO or Director of the AOC.

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- D. Any employee knowingly making false statements in a complaint or during an investigation of fraud shall be subject to discipline, pursuant to the NMJBPR.

INVESTIGATION PROCEDURES

The entity CFO, in consultation with the Chief Judge or Administrative Authority of the entity, has the primary responsibility for the investigation of all activity as defined in this policy. Throughout the investigation the Chief Judge or Administrative Authority and the CEO of the entity should be informed of pertinent investigative findings. In all circumstances, where there are reasonable grounds to indicate that a fraud may have occurred at the conclusion of the investigation, the Chief Judge or Administrative Authority of the entity, shall report the findings to the AOC Director and CFO.

- A. Upon receipt of a fraud allegation, the entity CFO shall make an initial determination within 10 business days whether the allegation states facts that fairly describe that a fraudulent act has occurred as defined in this policy. The allegation should be read broadly, and should not be held to technical pleading standards. If the entity CFO determines that the complaint does not allege that a fraudulent act has occurred, the entity CFO shall so notify the complainant in writing.
- B. Nothing in this section shall prevent the entity CFO from addressing the allegations with the Administrative Authority of the entity if the complaint states facts related to mismanagement or misconduct that is not considered a fraudulent act.
- C. If the investigator's initial determination is that the allegation does state a cause that a fraudulent act has occurred, the entity CFO will provide the accused individual with a copy of the full allegation within 10 business days.
- D. The accused individual may submit a clear, concise and relevant written response within 10 business days of receipt of the allegations against him or her. Any response will be provided by the entity CFO to the complainant within five (5) business days of receipt of the complaint.
- E. The entity CFO shall initiate a confidential investigation within 20 business days after providing the complaint to the accused.

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- F. All interviews and discussions with parties associated with the complaint and witnesses shall be conducted in private.
- G. The entity CFO shall inform each interviewee in writing to keep the matter confidential.
- H. If the complainant, respondent or a witness is unwilling to be interviewed, to sign the formal complaint statement, to timely sign a witness statement or to otherwise participate or cooperate in the investigative process, the entity CFO shall prepare and sign a written statement attesting to the refusal of the complainant, respondent or witness to cooperate in the investigation. An investigation of the allegation shall nevertheless be conducted in a manner appropriate to the circumstances.

Written & Signed Statements - All interviews of the complainant, respondent and witnesses shall be documented by the investigator in statement form, signed by the individual interviewed and will become part of the evidence of the investigation. Any refusal to sign will be noted by the investigator.

(1) Interview of the Complainant

The allegation shall be discussed in detail to determine:

- a. identity of the accused individual (hereafter, the "respondent");
- b. the specific details of each event the complainant believes is inappropriate, including date(s), time(s), location(s), act(s), gesture(s) and dialogue;
- c. whether there are any documents to support the allegations of the complainant;
- d. to the extent possible, any economic and/or psychological consequences to the complainant;
- e. the nature and past history of the relationship between the complainant and respondent and the relationship of the respondent to the organization (i.e., supervisory employee, non-supervisory employee, third party, elected official);
- f. any statement(s), act(s) or gesture(s) the complainant has made to let the respondent know the fraudulent act is not appropriate. When the complainant initially saw the fraudulent act occur, did the complainant give specific notice to the respondent that the fraudulent act was improper;

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

- g. whether the complainant knows of others who may have been party to the alleged fraudulent act by the respondent;
- h. the names of any witnesses to the alleged fraudulent act;
- i. whether management could have become or was aware of the incident(s) that are the subject of the complaint; and
- j. whether the complainant has made a previous complaint concerning the alleged fraudulent act and to whom such complaint was made.

(2) Interview of the Respondent

The respondent should receive an explanation and be afforded the opportunity to discuss the allegation(s) in detail. The entity CFO must:

- a. inform the respondent of the nature of the inquiry;
- b. request that the respondent reply to each of the allegations made;
- c. ask for the name(s) of witnesses, if any, who are actual witnesses to the alleged fraudulent act and can confirm the respondent's statement;
- d. obtain copies of any relevant documentation supporting the respondent's statement;
- e. ask if the respondent has previously had any kind of conflict with the complainant;
- f. determine the nature and past history of the relationship between the complainant and the respondent. Assess if the complainant had knowledge of the alleged fraudulent act and if the complainant gave specific notice to the respondent that the fraudulent act was improper; and
- g. inform the respondent that any retaliation against the complainant is unlawful and, in the case of an employee, will result in discipline up to and including termination.

(3) Interview of Complainant's and Respondent's Witnesses

- a. If there are witnesses to the alleged fraudulent act or to other matters discussed in the separate interview with the complainant and respondent, the witnesses must be interviewed to confirm or refute any of the allegations.

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- b. Because fraudulent acts often occur in private, there may not be any witnesses to the allegations. Evidence may be obtained from individuals who observed either party's demeanor immediately after the alleged fraudulent act or individuals with whom the complainant or respondent discussed the incident.

FINDINGS OF FACT, REPORT & FINAL DECISION

- A. Upon completing the investigation, the entity CFO shall:
 - (1) Evaluate the complainant's and respondent's accounts of the events for internal consistency, contradictions, and plausibility.
 - (2) Evaluate all other facts, documents and statements gathered during the investigation.
 - (3) Prepare a thorough report documenting all information gathered regarding the alleged behavior, and recommend appropriate action (which may include disciplinary action) to the Administrative Authority of the entity. Report documentation must include: all documentation, signed witness statements, findings of fact, conclusions and recommendations.
- B. The Administrative Authority of the entity in which the complaint was submitted and investigated by the entity CFO makes the final decision regarding any actions to be taken, and:
 - (1) informs the complainant and respondent of the results of the investigation in writing, and;
 - (2) informs the complainant's and respondent's supervisor(s) of the results of the investigation and of any action(s) recommended
- C. A confidential file containing all documentation shall be maintained by the judicial entity in the case of a local investigation or the AOC CFO in the case of a referred investigation.

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REFERRED INVESTIGATION (If referred to AOC CFO.)

- A. If upon review of the local investigation findings the Administrative Authority of the entity determines based upon the facts, documents, witness statements and the entity CFO's report that the investigation rises to the level of complexity that a referral to the AOC CFO for investigation is required, the Administrative Authority of the entity shall forward the complaint and all supporting documents to the AOC CFO within 30 business days.
- B. Local Investigator's Summary Report - The local investigators report shall summarize the evidence gathered and the reason why AOC CFO assistance is required.
- C. The local investigation will terminate at the point it is referred to the AOC CFO, unless the AOC Director determines that the investigation does not rise to the level of complexity requiring an AOC CFO investigation, Should this occur the investigation must be completed by the judicial entity in which the complaint arose by the entity CFO.
- D. Any recommendations made by the AOC CFO shall be reviewed by the AOC Director. All AOC Director approved actions including discipline up to and including employee termination shall be adopted and implemented by the Judicial Entity within 45 calendar days.

GRIEVANCE RIGHTS

A. At-Will Employee

An at-will employee who is disciplined under this policy has no grievance rights under NMJBPR Part 2.

B. An Employee Who Has Completed Probationary Period

An employee who has completed the probationary period who is suspended, demoted, terminated or suffers a loss of accrued compensation under this policy may file a grievance in accordance with the NMJBPR Part 1.

NEW MEXICO JUDICIARY FINANCIAL FRAUD POLICY

Non-Fraud Irregularities

Identification or allegations of acts outside the scope of this policy, such as personal improprieties or irregularities, whether moral, ethical, or behavioral, safety or work environment related, or complaints of discrimination or sexual harassment, should be resolved by the respective judicial entity management in conjunction with the AOC Human Resources Division.

Approved by the Supreme Court on

June 3, 2014

ATTEST: A TRUE COPY

Joey D. Moya

Chief Clerk of the Supreme Court
of the State of New Mexico

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

June 3, 2014

NO. 14-8500

**IN THE MATTER OF THE APPROVAL
OF THE NEW MEXICO JUDICIARY
FINANCIAL FRAUD POLICY**

ORDER

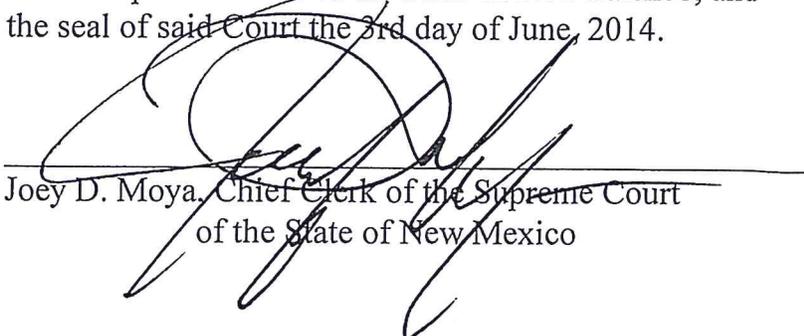
WHEREAS, this matter came on for consideration by the Court upon recommendation of the Administrative Office of the Courts to approve a financial fraud policy for the New Mexico Judiciary, and the Court having considered the recommendation and being sufficiently advised, Chief Justice Barbara J. Vigil, Justice Petra Jimenez Maes, Justice Richard C. Bosson, Justice Edward L. Chávez, and Justice Charles W. Daniels concurring;

NOW, THEREFORE, IT IS ORDERED that the recommendation is APPROVED and the attached New Mexico Judiciary Financial Fraud Policy is ADOPTED.

IT IS SO ORDERED.

WITNESS, Honorable Barbara J. Vigil, Chief Justice
of the Supreme Court of the State of New Mexico, and
the seal of said Court the 3rd day of June, 2014.

(SEAL)



Joey D. Moya, Chief Clerk of the Supreme Court
of the State of New Mexico

NEW MEXICO JUDICIAL BRANCH



ACKNOWLEDGEMENT FORM
Financial Fraud Reporting and Prevention

My signature below acknowledges:

My attendance at the Fraud Reporting and Prevention Training on:

_____.

Receipt of the New Mexico Judiciary Financial Fraud Policy effective June 3, 2014, and the Supreme Court Order #14-8500 approving the policy, effective June 3, 2014.

Certifies that I understand my responsibilities as a New Mexico Judicial Branch employee of not condoning or engaging in fraudulent activities or behavior, how to report fraud, and the consequences of committing fraud or making false allegations.

That should I have any questions or concerns regarding the training or policy I will contact the AOC Fiscal Services Division at 505-827-4832.

Court (Please Print)

Employee Name (Please Print)

Employee Signature Date

Original: Employee Personnel File
Copy: Employee



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03
 NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810
 Dev.: 12/1994; Rev: 1/24/07, 02/13/12

DRUG-FREE AND ALCOHOL-FREE WORK PLACE POLICY

1. PURPOSE

The manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol on Judicial Branch property when participating in any Judicial Branch training(s) or other associated job activities by any employee of the Judicial Branch is strictly prohibited. Possession or use includes any consumption of a controlled substance or alcohol during the work day, including work breaks and lunch. As a condition of employment, all employees shall abide by the terms of this policy. Violation of this policy shall result in disciplinary action, up to and including termination.

The New Mexico Judicial Branch is committed to protecting the safety, health and well being of all employees and other individuals in our workplaces. Additionally, the New Mexico Judicial Branch is committed to carrying out the provisions of the Federal Drug-Free Work Place Act of 1988 (Public Law 100-690) by providing a drug-free work place for any person who is a Federal grantee or Federal contractor.

Justices and Judges, and all Judicial Branch employees, are expected to refrain from violations of this policy and alleged violations will be immediately reported to the appropriate authority for investigation.

2. DEFINITIONS

- A. Administrative Authority** – Individual or designee with the primary responsibility to supervise and coordinate the administration of Judicial Entity, or as designated by the Chief Judge and approved by the Supreme Court order. (Ref: Administrative Authority, Appointing Authority and At-Will employee List Policy.)
- B. Alcohol** – Consumable non-prescription substances, which contain alcohol such as, without limitation, spirits, wine, malt beverages and intoxicating liquors. (Changed 2/13/12)
- C. Controlled Substance** – Any drug or other substance listed in schedules of the Controlled Substances Act (21 U.S.C. 812), and as further defined by 21 C.F.R. §1308.11 through 1308.15, and any material containing methamphetamines. Generally, these are drugs that have a high potential for abuse such as, but not limited to, marijuana, cocaine, opiates, phencyclidine (PCP), heroin, amphetamines and



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“crack;” metabolite of those drugs, or any non-prescription substance containing those drugs. A *controlled substance* also includes “legal drugs” that are not prescribed by or taken under the supervision of a licensed physician.

- D. Conviction** – A finding of guilt (including a plea of *nolo contendere*) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- E. Criminal Drug Statute** – A federal or non-federal criminal statute involving the manufacture, distribution, dispensation, use or possession of a controlled substance or alcohol.
- F. Drug Testing Coordinator** An employee appointed by the Administrative Authority for the respective Judicial Entity to coordinate drug testing.
- G. Grant** – An award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by a federal agency. The term includes block grant and entitlement grant programs.
- H. Judicial Branch Property** - Any court, office, training facility, vehicle, land, or other real property owned, leased, rented, occupied or operated by the State of New Mexico and/or the Judicial Branch.
- I. Just Cause** (examples) – Performance and/or behavior relating to the employee’s work that is inconsistent with the employee’s obligation to the employer and forms the basis for discipline. (17) Using, selling or possessing intoxicants or controlled substances. (18) Being under the influence of intoxicants or controlled substances while on duty. (Added 2/13/12)
- J. NMJBPR AWE** – New Mexico Judicial Branch Personnel Rules – Part II for at-will employees. (Added 2/13/12)
- K. NMJBPR** – New Mexico Judicial Branch Personnel Rules – Part I for employees. (Added 2/13/12)
- L. Work Place** - A site for the performance of work. This includes buildings and grounds for such sites. It also includes the location of any work-related travel between work sites or work-related travel in the course and scope of employment.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03
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Dev.: 12/1994; Rev: 1/24/07, 02/13/12

3. PROHIBITED BEHAVIORS

A. Prohibited behaviors that will result in immediate remedial or disciplinary action by the Administrative Authority include:

- (1) violations of laws related to controlled substances or alcohol;
- (2) unlawful use, possession, transfer or sale of alcohol, a controlled substance, or illegal drugs;
- (3) positive drug and/or alcohol test;
- (4) refusal of treatment or failure to participate in or successfully complete a treatment program;
- (5) combative behavior toward any person who attempts to implement this policy and the drug testing procedure (Ref: Drug/Alcohol Testing Policy).

4. DISCIPLINARY ACTION

A. The Administrative Authority will take immediate action against violators of law and this policy.

- (1) Violations of law shall be referred to authorities for possible prosecution;
- (2) Violations of this policy shall result in:
 - a. The requirement of satisfactory participation in an approved private or governmental substance abuse treatment or educational program at the employee's expense, as a condition of employment; and/or
 - b. disciplinary action up to and including termination.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03
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Dev.: 12/1994; Rev: 1/24/07, 02/13/12

B. Voluntary Self-Identification

Disciplinary action will not be initiated if the employee, prior to being arrested for or reasonably suspected of drug or alcohol abuse and prior to being given notification of a required drug or alcohol test, voluntarily contacts the Administrative Authority or Drug Testing Coordinator for assistance.

- (1) An employee who voluntarily identifies himself/herself as a user of drugs or abuser of drugs, controlled substances and/or alcohol will be referred to the Drug Testing Coordinator for referral and information regarding rehabilitation.
- (2) The employee will be afforded appropriate leave benefits under the NMJBPR and NMJBPR AWE, and must participate in a treatment program at their own expense, fully cooperate with the Administrative Authority and the Drug Testing Coordinator and successfully complete the treatment program. A provider's certification of completion is required. (Changed 2/13/12)

5. DRUG-FREE WORK PLACE ACT OF 1988 & FEDERAL GRANTS

- A.** As a condition of further employment on any federal government grant, the law requires that all employees abide by this policy.
- B.** All information received by the organization through the drug-free work place program is a confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management practices.
- C.** An employee is required by law to notify the Administrative Authority within five (5) days in writing of his or her violation of any criminal drug law occurring in the work place.
- D.** The Administrative Authority must notify the U.S. government agency with whom the grant or contract was made within ten (10) days after receiving notice from an employee, or other actual notice, of a conviction of a federal or state criminal drug statute occurring at the work place.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03

NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev.: 12/1994; Rev: 1/24/07, 02/13/12

6. JUDICIAL ENTITY REQUIRED EDUCATIONAL PROGRAMS

Judicial entities shall implement a drug and alcohol awareness program to inform employees about:

- A. the dangers of drug and alcohol abuse;
- B. the policy to maintain a drug-free and alcohol-free work place;
- C. any available drug or alcohol counseling, rehabilitation and employee assistance programs; and
- D. the penalties that may be imposed upon employees for drug or alcohol abuse violations and convictions. (Ref: NMJBPR Full definition of Just Cause)

7. REQUIRED DRUG-FREE AND ALCOHOL-FREE WORK PLACE EMPLOYEE ACKNOWLEDGMENT FORM

All Judicial Branch employees will be required to complete a Drug-Free and Alcohol-Free Work Place Acknowledgment Form within the first 30 days of employment. The signed form shall be maintained in the employee's personnel file. (Changed 2/13/12)

If you are concerned about the alcohol or drug use of yourself or another, please contact the Administrative Authority or Drug Testing Coordinator, the Employee Assistance Program in your community or the AOC Human Resources Department for additional information.

Approved By Supreme Court Order #: 07-8500

Effective Date: January 24, 2007

Policy Revision Date: 02/13/12

Effective:

Arthur W. Pepin, Director
Administrative Office of the Courts

2/14/2012
Date



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03

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Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev.: 1/24/07; Rev: 02/13/12

DRUG/ALCOHOL TESTING POLICY

1. PURPOSE

The New Mexico Judicial Branch is committed to protecting the safety, health and well being of all employees and other individuals in our workplaces. The New Mexico Judicial Branch expects all employees to be productive during work hours and illegal drug and alcohol use impairs employee productivity. The New Mexico Judicial Branch shall require employees to undergo drug and/or alcohol testing if the judicial entity has a reasonable suspicion that the employee is impaired to any degree by a controlled substance or alcohol.

No Judicial Entity shall waiver from this judicial policy; unless a specific internal standard operating policy regarding the specifics (i.e., job titles, pre or post-employment) of the drug/alcohol testing is approved by the Director.

2. DEFINITIONS

- A. **Administrative Authority** – Individual or designee with the primary responsibility to supervise and coordinate the administration of a Judicial Entity, or as designated by the Chief Judge and approved by the Supreme Court order. (Ref: Administrative Authority, Appointing Authority and At-Will Employee List Policy.)
- B. **Alcohol** – Consumable non-prescription substances, which contain alcohol such as, without limitation, spirits, wine, malt beverages and intoxicating liquors.
- C. **Controlled Substance** – Any drug or other substance listed in schedules of the Controlled Substances Act (21 U.S.C. 812), and as further defined by 21 C.F.R. §1308.11 through 1308.15, including any material which contains any quantity of methamphetamines. Generally, these are drugs that have a high potential for abuse such as, but not limited to, marijuana, cocaine, opiates, phencyclidine (PCP), heroin, amphetamines and “crack;” metabolite of those drugs, or any non-prescription substance containing those drugs. The term *controlled substance* also includes “legal drugs” that were not prescribed by or taken under the supervision of a licensed physician. (Changed 2/13/12)



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03

NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev.: 1/24/07; Rev: 02/13/12

- D. Disciplinary Action** – A constructive action designed to correct an employee’s performance and/or behavior that is below acceptable standards.
- E. Drug Testing Coordinator** – An employee appointed by the Administrative Authority for the respective Judicial Entity to coordinate drug testing. (Changed 2/13/12)
- F. Just Cause**– Performance and/or behavior relating to the employee’s work that is inconsistent with the employee’s obligation to the employer and forms the basis for discipline. For example: using, selling or possessing intoxicants or controlled substances or being under the influence of intoxicants or controlled substances while on duty. (Added 2/13/12)
- G. NMJBPR AWE** – New Mexico Judicial Branch Personnel Rules – Part II for at-will employees. (Added 2/13/12)
- H. NMJBPR** – New Mexico Judicial Branch Personnel Rules – Part I for employees. (Added 2/13/12)
- I. Reasonable Suspicion** – A belief drawn from specific facts and the logical inferences drawn from those facts.
- J. Work Place** – A site for the performance of work. This includes buildings and grounds for such sites.

3. DRUG TESTING COORDINATOR

- A.** The Director of the Administrative Office of the Courts (AOC) shall appoint a member of the AOC Human Resources Department as a Drug Testing Coordinator for the Supreme Court, Court of Appeals, AOC, JID, Law Library and Magistrate Courts.
- B.** The Administrative Authority of District and Bernalillo Metropolitan Courts shall appoint a member of his or her staff as the Drug Testing Coordinator for his or her Court.
- C.** All drug and/or alcohol testing shall be first approved by the Administrative Authority, to be coordinated by the Drug Testing Coordinator for that assigned judicial entity.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03

NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev.: 1/24/07; Rev: 02/13/12

4. TESTING

- A. Drug and/or alcohol testing shall be performed at a laboratory certified to perform such tests and the judicial entity ordering the test shall pay all costs associated with those tests.
- B. In accordance with this policy testing shall be performed only based upon reasonable suspicion. (Added 2/13/12)
- C. If there is reasonable suspicion that any of the following circumstances have occurred, any employee may be tested:
 - (1) the employee is impaired to any degree by use of a controlled substance or alcohol while on duty; or
 - (2) the employee has been observed using or possessing controlled substances or drug paraphernalia, or alcohol while on duty; or
 - (3) the employee is operating a state vehicle and at any time while in possession of the state vehicle is involved in a vehicle accident occurring on duty or any time; or
 - (4) the employee is operating a private vehicle while on duty or state business and is involved in a vehicle accident; or
 - (5) the employee returns after being referred to treatment, counseling, a substance abuse or alcohol rehabilitation program at the discretion of the Administrative Authority, within 30 to 180 calendar days from the date of referral; or
 - (6) the employee has entered into a contract to abide by the Drug Testing Policy and, as a condition of the contract, has agreed to be tested at random.
- D. Refusal to submit to a test will be deemed a positive test and the employee will be subject to disciplinary action.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03

NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev.: 1/24/07; Rev: 02/13/12

- E.** Drug and/or alcohol test results shall be reported to the Administrative Authority who ordered the testing be conducted.
- F.** An employee may appeal the test results at his/her own expense and the re-test will be performed by the same laboratory.
- G.** Records concerning test results shall be maintained in a confidential file and shall not be placed in the personnel file unless the information is included or attached to a formal disciplinary action. Such records may be inspected only with the written permission of the employee, pursuant to lawful court order or as otherwise required by law.
- H.** An employee may be placed on administrative leave with pay pending the results of any test administered under this policy.
- I.** An employee who, while on duty, illegally sells, purchases or transfers drugs or any substance in schedules of the Controlled Substances Act NMSA 1978, §§30-31-1 to 30-31-41, may be subject to disciplinary action up to and including termination and shall be reported to the local law enforcement agency.
- J.** An employees who, while on duty, possesses drugs or any substances in schedules of the Controlled Substances Act 1978, §§30-31-1 to 30-31-41 without a valid prescription or as otherwise authorized by law, may be subject to disciplinary action up to and including termination and shall be reported to the local law enforcement agency.
- K.** Voluntary Self-Identification

Disciplinary action will not be initiated if the employee, prior to being arrested for or reasonably suspected of drug or alcohol abuse or notification of a required drug or alcohol test, voluntarily contacts the Administrative Authority or Drug Testing Coordinator for assistance.

- (1)** An employee who voluntarily identifies himself/herself as a user of drugs or abuser of drugs, controlled substances and/or alcohol will be referred to the Drug Testing Coordinator for referral and information regarding rehabilitation.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03
NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810
Dev.: 1/24/07; Rev: 02/13/12

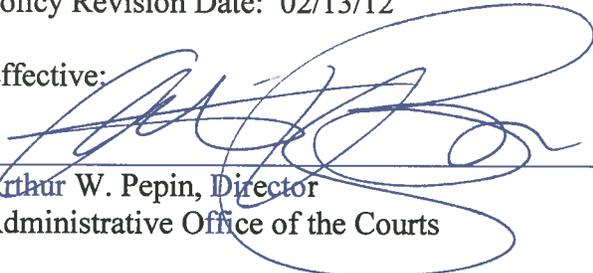
- (2) The employee will be afforded appropriate leave benefits under the NMJBPR and NMJBPR AWE, and must participate in a treatment program, fully cooperate with the Administrative Authority and the Drug Testing Coordinator and successfully complete the treatment program.

Approved By Supreme Court Order #: 07-8500

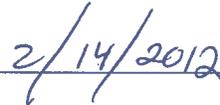
Effective Date: January 24, 2007

Policy Revision Date: 02/13/12

Effective:



Arthur W. Pepin, Director
Administrative Office of the Courts



Date



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Reference NMJBPR Part 1, Section 12.03
NMJBPR Part 2, Section 23.03

Inquiries: AOC HR (505) 827-4937 or 827-4810
Dev.: 12/1994; Rev: 1/24/07, 02/13/12

**DRUG-FREE AND ALCOHOL-FREE WORK PLACE
AND
DRUG/ALCOHOL TESTING**

ACKNOWLEDGMENT FORM

I, _____, acknowledge that I have
(Print Name)

received, read and understand the Drug-Free And Alcohol-Free Work Place Policy, and the Drug/Alcohol Testing Policy, and I understand that I am responsible for adhering to these policies. I understand that being impaired *to any degree* by alcohol or a controlled substance while on duty for the New Mexico Judicial Branch will subject me to disciplinary action up to and including termination. I realize that the manufacture, distribution, dispensation, use or possession of a controlled substance or alcohol is prohibited on Judicial Branch property or when participating in any Judicial Branch training(s) or other associated activities or in any location where I am on duty performing work for the New Mexico Judicial Branch. Any violation of this policy shall subject me to disciplinary action up to and including termination.

Signature: _____

Date: _____

cc: Employee Personnel File

Dev: 1/2007, Rev: 2/13/2012



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Ref: NMJBPR Part 1, Section 1.03; Part 2, Section 15.03

Inquiries: AOC HR (505) 827-4937 or 827-4810
Dev: 09/27/11

Driving with Electronics Policy

1. PURPOSE

The New Mexico Judicial Branch is committed to protecting the safety, health and well-being of our employees, elected officials and other individuals at work and in our communities. Therefore, the New Mexico Judicial Branch restricts the use of all electronic devices to “hands free” operation while driving a motor vehicle on behalf of the courts. The New Mexico Judicial Branch also expects all employees to obey all traffic laws and drive vehicles safely and defensively at all times.

Although Judges are not judicial employees and are not bound by the New Mexico Judicial Branch Personnel Rules, all judges are encouraged to abide by this policy in the execution of their judicial duties.

2. DEFINITIONS

- A. **At-Will Employee** - A person in the Judicial Branch who is FLSA non-covered, on the New Mexico Judicial Branch Job Classification and Pay Schedule, excluding a justice or judge. (Ref: Administrative Authority, Appointing Authority and At-Will Employee List.)
- B. **Disciplinary Action** - A constructive action designed to correct an employee’s performance and/or behavior that is below acceptable standards.
- C. **Electronic Devices** – Includes personal and court issued cellular telephones or communication devices, personal data assistants (PDA), laptop computers, global positioning systems (GPS) and portable media players.
- D. **Employee** - A person who holds a permanent or term position within the Judicial Branch, excluding a justice, judge or at-will employee.
- E. **Judicial Branch** - The Supreme Court, the Court of Appeals, Administrative Office of the Courts, District, Metropolitan and Magistrate Courts, the Supreme Court Building Commission, the New Mexico Compilation Commission and the Supreme Court Law Library.
- F. **On-Duty** - Time during which an at-will employee or employee is expected to be engaged in job duties solely for the purpose of the employer’s benefit and for which the at-will employee or employee receives an hourly wage or salary.



NEW MEXICO JUDICIAL BRANCH

GENERAL PERSONNEL POLICY AND PROCEDURE

Ref: NMJBPR Part 1, Section 1.03; Part 2, Section 15.03

Inquiries: AOC HR (505) 827-4937 or 827-4810

Dev: 09/27/11

3. **Expectations**

All Judicial Branch judges, employees and At-Will employees while on duty are expected to obey all traffic laws and operate motor vehicles safely and drive defensively at all times. This includes the wearing of safety belts while operating or riding in any motor vehicle and adherence to all traffic laws, speed limits, traffic signals and signs.

4. **Electronic Devices**

While on- duty, operating a motor vehicle (either personal or court owned), all Judicial Branch judges, employees and At-Will employees should refrain from using any electronic device. If the use of a cellular communication device is imperative, the device may only be operated in a "hands free" mode and shall not be used to transmit text messages, send e-mails or access the internet for either professional or personal use.

5. **Policy Violations**

Violations of this policy may result in disciplinary action.

Effective Date:

Arthur W. Pepin, Director
Administrative Office of the Courts

9/27/2011

Date

NEW MEXICO JUDICIAL BRANCH



GENERAL PERSONNEL POLICY AND PROCEDURE

Ref: NMJBPR Part 1, Section 1.03; Part 2, Section 15.03

Inquiries: AOC HR (505) 827-4937 or 827-4810
Dev: 09/27/11

Driving with Electronics Policy

I, _____, acknowledge that I have received, read and
(Print Name)
understand the Driving with Electronics Policy , and I understand that I am responsible to adhere to this policy. I understand that while operating any motor vehicle while on-duty, if I must use a cellular communication device, I must use that device in a “hands-free” mode and I will not send text messages, e-mails or access the internet for either personal or professional use. I will comply with all traffic laws, practice defensive driving and strive to operate any motor (either personal or court owned) vehicle safely.

I understand any violation of this policy shall subject me to disciplinary action up to and including termination.

Signature: _____

Date: _____

cc: Employee Personnel File

NEW MEXICO JUDICIAL BRANCH
GENERAL POLICY AND PROCEDURE

This policy has a broad application and applies to justices, judges, and all employees (probationary, term, classified, at-will and temporary employees).

2. EDUCATIONAL PROGRAMS

- A. Each judicial entity shall ensure every employee completes the AOC-approved language access training within six (6) months of hire.
- B. The Administrative Authority or designee shall certify to the Director by the first of January each year that all current employees of that judicial entity have previously received training or will receive the above training within the next six (6) months.
- C. Follow-up language access training and training on the court's language access plan may be provided, as appropriate.
- D. Each employee who attends language access training shall sign an acknowledgement that the employee has attended the training.
- E. Viewing of the Language Access Video is required by all New Mexico Judicial Branch employees (at-will employees, term, temp) and provides information that includes:
 - (1) an overview of pertinent state and federal law;
 - (2) what constitutes meaningful language access;
 - (3) a review of the role of the certified court interpreter;
 - (4) the employee's role in ensuring meaningful language access;
 - (5) a review of the language access resources provided by the Administrative Office of the Courts.

Effective Date:



 Arthur W. Pepin, Director
 Administrative Office of the Courts

10/24/2011

 Date

Dev: 5/2011

NEW MEXICO JUDICIAL BRANCH



LANGUAGE ACCESS TRAINING ACKNOWLEDGMENT FORM

My signature below acknowledges:

- (1) That I viewed the AOC approved Language Access Training Video.
- (2) Receipt of the New Mexico Judicial Branch Language Access Training Policy and Supreme Court Order #11-8500 approving the policy dated October 24, 2011.
- (3) My commitment to read and understand the Policy.
- (4) That should I have any questions or concerns regarding the training or policy I will contact the AOC Court Services Division, at (505) 827-4822

Name of Court (Please Print)

Employee Name (Please Print)

Employee Signature

Date

Original: Employee Personnel File
 Copy: Employee and Court Services Division
 Copy: AOC HR Division

Dev: 10/24/11

Name of Policy: Language Access Training Policy, effective October 24, 2011.
 Inquiries: Administrative Office of the Courts, Human Resources Division, 827-4937 or 827-4810
 Copy: AOC HR

NEW MEXICO JUDICIAL BRANCH



ACKNOWLEDGEMENT FORM

**Loss Prevention and Control & FEMA Training
Active Shooter Video and “How to respond” Manual
Active Shooter Training**

My signature below acknowledges my attendance at the New Employee Orientation - Active Shooter Training session presented by the Administrative Office of the Courts, Human Resources Division held on _____.
(Date)

Topics covered included:

- Active Shooter Training

My signature certifies that I understand my responsibilities as a New Mexico Judicial Branch employee to abide by the policies and training requirements, and that I’m responsible for raising with my supervisor and/or Human Resources any questions I may have regarding the training material.

Court (Please Print)

Employee Name (Please Print)

Employee Signature Date

Original: Employee Personnel File
Copy: Employee

Kathleen Jo Bosson

Clerk of the Supreme Court
of the State of New Mexico

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

NO. 06-8500

SUPREME COURT OF NEW MEXICO

FILED

JUL 31 2006

IN THE MATTER OF THE APPROVAL OF THE
COMPUTER AND INTERNET USE POLICY FOR
THE NEW MEXICO JUDICIAL BRANCH

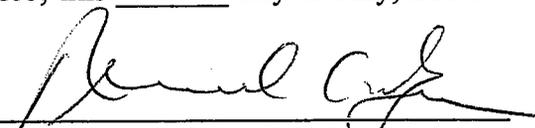
ORDER

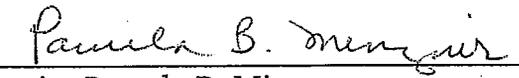
Kathleen Jo Bosson

WHEREAS, this matter came on for consideration by the Court upon recommendation of the Judicial Information Systems Council (JIFFY) to adopt a computer and internet use policy for the New Mexico Judicial Branch, and the Court having considered said recommendation and being sufficiently advised, Chief Justice Richard C. Bosson, Justice Pamela B. Minzner, Justice Patricio M. Serna, Justice Petra Jimenez Maes, and Justice Edward L. Chávez concurring;

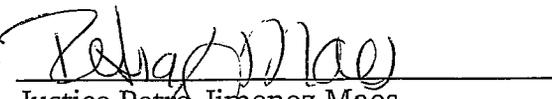
NOW, THEREFORE, IT IS ORDERED that the recommendation hereby is APPROVED and the computer and internet use policy for the New Mexico Judicial Branch hereby is ADOPTED.

DONE at Santa Fe, New Mexico, this 31st day of July, 2006.


Chief Justice Richard C. Bosson


Justice Pamela B. Minzner


Justice Patricio M. Serna


Justice Petra Jimenez Maes


Justice Edward L. Chávez

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

NO. 06-8500

SUPREME COURT OF NEW MEXICO

FILED

IN THE MATTER OF THE APPROVAL OF THE
COMPUTER AND INTERNET USE POLICY FOR
THE NEW MEXICO JUDICIAL BRANCH

JUL 31 2006

ORDER

Richard C. Bosson

WHEREAS, this matter came on for consideration by the Court upon recommendation of the Judicial Information Systems Council (JIFFY) to adopt a computer and internet use policy for the New Mexico Judicial Branch, and the Court having considered said recommendation and being sufficiently advised, Chief Justice Richard C. Bosson, Justice Pamela B. Minzner, Justice Patricio M. Serna, Justice Petra Jimenez Maes, and Justice Edward L. Chávez concurring;

NOW, THEREFORE, IT IS ORDERED that the recommendation hereby is APPROVED and the computer and internet use policy for the New Mexico Judicial Branch hereby is ADOPTED.

DONE at Santa Fe, New Mexico, this 31st day of July, 2006.

Richard C. Bosson

Chief Justice Richard C. Bosson

Pamela B. Minzner

Justice Pamela B. Minzner

Patricio M. Serna

Justice Patricio M. Serna

Petra Jimenez Maes

Justice Petra Jimenez Maes

Edward L. Chavez

Justice Edward L. Chávez

New Mexico Judicial Branch Computer and Internet Use Policy

Judiciary-supplied Computer Hardware and Software

Computer hardware and software are provided to assist you in accomplishing your work. You may use the equipment that you have been assigned for any work-related purpose. You may *not* use New Mexico Judiciary equipment for non-judicial business purposes, which includes but is not limited to political or business-for-profit activities. Limited personal use is permitted during normal breaks, lunch periods or before and after normal business hours (or before or after regular working hours for staff and judges on flex time) as long as such use does not interfere with judicial business. The Judicial Information Division (JID) may perform audits on any judicially-owned computer.

E-mail and the Internet

1. Purpose of the Internet and e-mail

The purpose of the Internet and e-mail is to conduct the business of the New Mexico Judiciary. Staff and judges are encouraged to use the Internet and e-mail when such use can make communication more efficient and effective or provide valuable sources of work-related information. For the purpose of this policy, the Internet includes but is not necessarily limited to e-mail, chat groups, newsgroups, listserv subscriptions, and electronic surveys. For legal and practical reasons, it is essential that we work together to maintain the integrity of these systems. Please note that e-mail is a transmission mechanism for documents and not a document type. Depending on the context, e-mail can be a memorandum, a letter (correspondence), or another document type.

2. Ownership and use of Internet/e-mail

Internet access systems, including office e-mail, are owned and operated by the New Mexico Judiciary to enhance the efficiency and effectiveness of its staff and judges. Every staff member and judge is responsible for using the New Mexico Judiciary's e-mail and Internet access systems in an ethical and appropriate manner. This policy was developed to ensure that such resources are used appropriately.

3. Exercise of care when sending electronic communications using judicial resources

Staff and judges must exercise the same care in drafting e-mail, communicating in Internet chat groups, and posting items to Internet newsgroups as they would for any other written office communications. Externally distributed broadcast e-mail by staff, that is, e-mail sent to e-mail subscriber groups or other groups of recipients, must be approved by the staff member's supervisor before being posted or sent. An exception will be made for those who subscribe to work-related e-lists (list-servs) or other Internet services for exchanging information as long as the staff member obtains permission in advance to subscribe to such services from his/her supervisor. Any such communications that are traceable to judicial computers (IP addresses or URLs) must be clearly

identified as not being official judicial communications. Please remember that all *nmcourts.com* e-mail may be perceived by external recipients as having the same weight as official correspondence and should be treated as such.

4. Login authentication and passwords

Staff and judges should only access and use the e-mail and Internet accounts assigned to him or her. Each is responsible for the security of the e-mail and Internet accounts assigned to him/her, and must protect his/her accounts by using a secure password for each account. Staff and judges should not disclose passwords to others within the New Mexico Judiciary except on a need-to-know basis. Passwords are not to be disclosed to anyone outside the Judiciary. Unless you have specific authorization, you must not access another person's e-mail or Internet accounts.

5. Prohibited uses of the Internet and e-mail

The following are examples of prohibited uses of the Internet and e-mail:

- The New Mexico Judiciary's Internet/e-mail resources may not be used for transmission, retrieval or storage of materials of a discriminatory or harassing nature, or materials that are pornographic, obscene, defamatory or otherwise abusive or inappropriate.
- No derogatory or inflammatory remarks about an individual's sex, race, age, disability, religion, national origin, physical attributes or sexual preferences shall be transmitted using New Mexico Judiciary resources.
- The New Mexico Judiciary's e-mail/Internet resources may not be used for commercial advertisements, solicitations or promotions, personal gain, or political activities.
- The Judiciary's Internet/e-mail resources may not be used for any purpose that is illegal, against policies and procedures, or contrary to the interests of the New Mexico Judiciary.

6. Personal use of the Internet and e-mail

Limited, occasional or incidental personal use of e-mail and the Internet is allowed when such use takes place on a person's own time (e.g., before or after work or during the staff member's assigned regular breaks or lunch hour). This use is subject to the limitations set forth in this policy and must not: (a) directly or indirectly interfere with the Judiciary's operation of computing facilities or e-mail services, (b) burden the Judiciary with noticeable incremental cost, or (c) interfere with the Internet/email user's employment or other obligations to the Judiciary.

7. Internet downloads including downloads of software applications, streaming video, movies, games, music, and graphics

All Internet downloads of commercial software applications and/or copyrighted material copied from non-judiciary computers or networks must be approved in advance of the download by the employee's supervisor. In addition, staff and judges should be cautious about downloading materials that may contain invasive computer code (e.g., viruses, worms and trojans). Any computer used to access the Internet must have licensed virus protection software installed and configured to scan all

incoming files. It is the responsibility of all staff and judges to verify that the virus protection on any machine that they use is operating and up-to-date as defined by JID.

8. Use of and/or attaching to non-Judicial wireless networks is prohibited

Judges and staff must not use Judiciary-owned equipment to access wireless networks operated by non-judicial entities. Wireless networks are proliferating and many courts will be within the range of wireless networks operated by other organizations. Unauthorized use of these wireless networks may subject the Judiciary to many risks.

For judges and staff who must travel, use of wireless networks at hotels, airports and other providers of public wireless access is permitted as long as the access is related to court business and the portable computer used to access such wireless networks has been setup to securely access public wireless networks by technical staff that have been authorized to do so by JID or JIFFY.

Copyright

Staff and judges obtaining access to materials from outside the New Mexico Judiciary, whether through the Internet, e-mail or other means must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials except with either explicit written permission from the owner or other accepted fair-use exception.

Monitoring and Expectation of Privacy

The Judiciary reserves the right to access and/or monitor all Internet, e-mail and computer storage at any time for any reason including, but not limited to: (a) system administration and maintenance; (b) when there is a valid business reason; (c) to ensure compliance with this policy; and (d) as required to comply with a court order or legal obligation to produce records or information. Remember, even if material is erased or deleted from these systems, it can often be reconstructed and retrieved; therefore, assume that every message created may be disclosed. JID staff and judges are required to keep information about the records of all staff and judges confidential except as otherwise ordered by a court. In addition, the New Mexico Judiciary reserves the right to revoke access to its Internet and/or e-mail systems at any time for any reason, including, but not limited to, violations of this policy.

Discipline

Violations of this policy may subject staff members to disciplinary action, consistent with the procedures set out in the New Mexico Judicial Branch Personnel Rules. Violations may subject judges to referral to the Judicial Standards Commission.



**NEW MEXICO JUDICIAL BRANCH
ACKNOWLEDGEMENT FORM**

**COMPUTER AND INTERNET USE POLICY AND SUPREME COURT
ORDER 06-8500**

I, _____, an employee of the New Mexico Judicial Branch (NMJB)
(print name)

hereby certify that I have received the NMJB Computer and Internet Use Policy effective July 31, 2006, and the Supreme Court Order #06-8500 approving the policy, effective July 31, 2006. I understand it is my responsibility to read and abide by the Policy and Supreme Court Order, all NMJB Personnel Rules, Policies, as well as any internal policies of my Judicial Entity. These materials are general in nature and do not address all the possible applications of, or exceptions to the Policies and Procedures.

I received a copy of the Computer & Internet Use Policy & Supreme Court Order on: _____.

I realize that violation of this policy can subject me to disciplinary action, up to and including dismissal.

I understand it is my responsibility to inform management and the AOC JID of any violation of the NMJB Computer and Internet Use Policy including any inappropriate content sent to me at my nmcourts.gov email address. If I receive an inappropriate email communication or similar item I am to inform my supervisor and my Judicial Entity’s IT Security Officer and immediately delete the item. If applicable I should promptly inform the sender to not send inappropriate items to my work email, or unsubscribe from any inappropriate websites.

I accept responsibility for contacting my Judicial Entity’s Human Resources Professional or the AOC Human Resources Division, at (505) 827-4810, with any questions or concerns regarding the Computer & Internet Use Policy, the NMJB Rules or Policies.

Employee Name (Please Print)

Judicial Entity / Court / Division

Employee Signature

Date

Original: Employee Personnel File
Copy: Employee

To view the Computer and Internet Use Policy and Supreme Court Order in its entirety please visit:
<http://www.nmcourts.gov/newface/hr/nmjbp/COMPUTER%20AND%20INTERNET%20USE%20-%20Supreme%20Court%20Order%2006-8500.pdf>



NEW MEXICO JUDICIAL BRANCH

Policy No. 2014.NMJB.120

GENERAL PERSONNEL POLICY AND PROCEDURE:

HARASSMENT, INCLUDING SEXUAL HARASSMENT, DISCRIMINATION & RETALIATION PREVENTION

Dev.: 1/1997; Rev: 8/21/06; 3/01/12; 9/16/14
Inquiries: AOC HRD 505/827-4810

**HARASSMENT, INCLUDING SEXUAL HARASSMENT,
DISCRIMINATION & RETALIATION PREVENTION**

1. PURPOSE

The purpose of this policy is to protect all employees and at-will employees (referred to in this policy as “employees” from harassment (including sexual harassment), discrimination, and retaliation and to establish procedures employees must follow if aware of or subject to harassment, discrimination or retaliation.

The New Mexico Judicial Branch is committed to creating and maintaining a work environment in which employees can work together in an atmosphere that enhances productivity, recognizes employee diversity and is free from all forms of harassment, discrimination and retaliation. Harassment and/or discrimination because of race, religion, sex, age, national origin, ancestry, disability or medical condition, sexual orientation, socioeconomic status or political affiliation, as well as retaliation against employees who file a complaint, is illegal and will not be tolerated by the New Mexico Judicial Branch.

Harassment and/or disparate treatment that results in a hostile work environment will not be tolerated.

This policy has a broad application and applies to justices, judges, all employees (probationary, term, classified, at-will and temporary employees), in addition to outside parties.

Any employee who violates this policy will be subject to discipline up to and including termination. Any justice or judge who violates this policy shall be subject to referral to the Judicial Standards Commission, and discipline by the Supreme Court, as appropriate.

2. REFERENCES

Title VII of the Civil Rights Act as amended
EEOC Policy Guidelines, Section 1604.11
New Mexico Human Rights Act
NMJBPR Part 1, Section 1.05
NMJBPR Part 2, Section 15.05



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3. DEFINITIONS

- A. **Administrative Authority** – Individual or designee with the primary responsibility to supervise and coordinate the administration of Judicial Entity, or as designated by the Chief Judge and approved by the Supreme Court order. (Ref: Administrative Authority, Appointing Authority and At-Will employee List Policy.)
- B. **AOC HRD** – Administrative Office of the New Mexico Courts Human Resources Division.
- C. **AOC HRD Director** - Director of the AOC HRD, or designee.
- D. **At - Will Employee** – A person in the Judicial Branch who is FLSA non-covered, on the New Mexico Judicial Branch Job Classification and Pay Schedule, excluding a justice or judge. (See also Administrative Authority, Appointing Authority and At-Will Employee)
- E. **Business Day** - 8:00 a.m. to 5:00 p.m. local time. Monday through Friday, except holidays.
- F. **AOC Director or Director** - The Director of the Administrative Office of the Courts.
- G. **Discrimination** – Any practice or behavior, whether intentional or not, which has a negative impact on an individual or group because of characteristics or circumstances unrelated to the person’s abilities or the employment issue in question (e.g., disability, serious medical condition, sex, age over 40, race, color, religion, national origin, pregnancy, citizenship, ethnic origin, ancestry, sexual orientation, marital status, military leave, veteran status, genetic information, gender identity, socioeconomic status, political affiliation and any other status protected by law, except where there is a bona fide occupational qualification which justifies a differentiation). (Amended 9/16/14)
- H. **Disparate Treatment** – When an employee is treated differently from others. The different treatment is based on one or more of the protected factors and the different treatment is intentional. For example, disparate treatment occurs when a supervisor allows the majority of his/her employees to enjoy a particular job benefit but denies a single employee that same benefit. (Added 3/01/12)
- I. **Employee** – A person who holds a permanent or term position within the Judicial Branch, excluding a justice, judge or at-will employee.
- J. **Harassment** – is unwelcome behavior or conduct that substantially interferes with an individual’s employment. Harassment may include, but is not limited to, verbal or



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physical attacks, graphic or written statements, threats, or slurs. Whether the alleged conduct constitutes prohibited Harassment depends on the totality of the particular circumstances, including the nature, frequency and duration of the conduct in question. Any type of Harassment is prohibited, to include behavior which might be described as tormenting, persecuting, hassling, which is seriously offensive in nature. To constitute prohibited Harassment which can lead to discipline under this Policy, the conduct must be such that it detrimentally affects the individual in question and would detrimentally affect a reasonable person under the same circumstances. Harassment includes creating a hostile work environment by creating a workplace situation where an employee cannot reasonably perform work due to behaviors by management, employees, justices or judges that are clearly contrary to appropriate management or professional behavior. (Changed 3/01/12; Amended 9/16/14)

- K. Hostile Work Environment** – A term used to describe a workplace situation where an employee cannot reasonably perform his/her work, due to certain behaviors by management or co-workers. A hostile work environment is a form of harassment. It is demonstrated by severe and pervasive conduct that permeates the work environment and interferes with an employee’s ability to perform his or her job. It is very specific behavior that causes severe undue work stress to the employee, and inhibits work performance. The conduct or behavior must be pervasive and constitute a pattern rather than consist of one or two isolated incidents. (Added 3/01/12; Amended 9/16/14)
- L. Judicial Entity** – The Supreme Court, Court of Appeals, Administrative Office of the Courts, District, Metropolitan and Magistrate Courts, Supreme Court Building Commission, New Mexico Compilation Commission, Supreme Court Law Library and Judicial Standards Commission. (Added 3/01/12; Amended 9/16/14)
- M. Local Investigation** – An investigation, which is conducted within the Judicial Entity where the complaint originated, and if investigated by the local investigator. (Added 3/01/12; Amended 9/16/14)
- N. Local Investigator** – The individual who is trained in the adopted investigation methodology to investigate complaints of harassment, discrimination and retaliation; and has the responsibility to review complaint documentation, conduct confidential interviews, prepare witness statements, evaluate facts, documents and statements, prepare a formal written report summarizing the findings of fact and make recommendations for approval by the Administrative Authority. The Administrative Authority should recommend a Local Investigator for his or her Judicial Entity in writing to the AOC Director. Local investigators may be selected from those holding only the following job classifications: AOC Deputy Director, AOC HR Director, AOC HR Project Manager, AOC HR Administrator, AOC General Counsel,



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Magistrate Court Division Director, Attorney Supervisor, Attorney Senior, Attorney Associate, Attorney- General Counsel, Chief Appellate Court Clerk, Court Executive Officer 1, 2 or 3, Deputy Court Executive Officer 1 or 2, HR Administrator Senior, HR Director, HR Manager, or Judicial Standards Commission Investigator. (Added 3/01/12; Amended 9/16/14)

- O. Mediation** - An attempt to bring about a peaceful settlement or compromise between disputants through the objective intervention of a neutral party.
- P. NMJBPR** – New Mexico Judicial Branch Personnel Rules – Part 1 for employees.
- Q. NMJBPRawe** – New Mexico Judicial Branch Personnel Rules – Part II for at-will employees.
- R. Outside Party** - An individual who is not a justice, judge or employee or at-will employee of any Judicial Entity.
- S. Referred Investigation** – One which is submitted to the AOC HR Director by the Administrative Authority of the Judicial Entity from which the complaint originated, after a local investigation is completed.
- T. Retaliation** – Generally is the act of attacking in return, as in taking revenge, reciprocating, settling a score or getting even; workplace retaliation may include materially affecting the terms, conditions or privileges of employment. Retaliation is an adverse action taken against an individual because of an individual’s participation in a protected activity, such as reporting concerns, filing a complaint or participating in an investigation regarding harassment, sexual harassment, discrimination, or retaliation. (Amended 9/16/14)
- U. Sexual Harassment** – Behavior of a sexual nature that is unwelcome, unwanted and personally offensive to a recipient and may include but is not limited to requests for sexual favors, sexual advances, other verbal, nonverbal, graphic, or physical conduct of a sexual nature; suggestive or obscene e-mails, letters, notes, or invitations; derogatory comments, epithets, lewd language, slurs or jokes; impeding or blocking movements; touching or any physical interference with normal work; sexually oriented gestures; the display of sexually suggestive or derogatory objects, pictures, cartoons, or posters; and such behavior is severe, persistent and pervasive interfering with or limiting a person’s ability to perform his or her job. May be a single threat or insinuation that submission to or rejection of sexual favors may explicitly or implicitly be a condition used as the basis for employment decisions, such as, reprisals, withholding support for reappointment, promotions or transfers, or change of assignment. (Amended 9/16/14)



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V. Witness - Any individual who has direct or indirect knowledge of the incident(s) relevant to an investigation.

3. CONFIDENTIALITY

All individuals involved in any capacity shall maintain confidentiality throughout the investigation process. All information is communicated on a need to know basis. (Amended 9/16/14)

4. EMPLOYEE PROVISIONS

A. Harassment Free Workplace. Each manager and supervisor shall establish and maintain a work environment that is free of harassment, discrimination and retaliation from justices, judges, employees and outside parties. (Amended 9/16/14)

B. Each employee of the Judicial Branch is expected to abide by this policy and shall avoid any behavior or conduct toward any justice, judge, employee or outside party that could be interpreted as harassment, discrimination or retaliation.

C. Responsibility to Report. An employee who observes or becomes aware of any possible harassment, discrimination or retaliation shall immediately report it. (Amended 9/16/14)

D. Retaliation for Participation Prohibited. An employee shall not be subject to retaliation for making a complaint or participating in an investigation under this policy. (Amended 9/16/14)

E. An employee who violates any provision of this policy shall be subject to discipline up to and including termination in accordance with the provisions of the NMJBPR & NMJBPRWE.

5. JUSTICE AND JUDGE PROVISIONS

A. Each justice and judge shall establish and maintain a work environment that is free of harassment, discrimination and retaliation from justices, judges, employees and outside parties.



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- B.** A justice or judge of the Judicial Branch is expected to abide by this policy and shall avoid any behavior or conduct toward any justice, judge, employee or outside party that could be interpreted as harassment, discrimination or retaliation.
- C.** A justice or judge who observes or becomes aware of any possible harassment, discrimination or retaliation shall immediately report it.
- D.** Any justice or judge who violates this policy shall be subject to referral to the Judicial Standards Commission, and disciplined by the Supreme Court, as appropriate.
- E.** If a complaint against a justice or judge is referred to the Judicial Standards Commission, the provisions of NMSA 1978 §34-10-2.1 shall apply.

6. EMPLOYEE EDUCATIONAL PROGRAMS

- A. Employment Related Civil Rights Training.** The AOC shall inform Judicial Entities of the approved Judicial Branch Civil Rights Training in regards to Harassment, Discrimination and Retaliation Prevention. Currently there are three approved training videos; the New Mexico Judicial Branch Sexual Harassment Prevention DVD, Harassment IS, and HE SAID/SHE SAID. Judicial Entities will be responsible for replacement DVDs if applicable. (Added 9/16/14)
- B.** Each Judicial Entity shall ensure every employee attends an AOC approved Harassment, Discrimination and Retaliation Prevention training within six (6) months of hire. At a minimum new employees must view two of the approved training videos. (Amended 9/16/14)
- C. Biennial Training and Judicial Entity Certification.** The Administrative Authority or designee shall certify to the AOC HR Director by the first of January of each year in a letter or e-mail that all current employees of that Judicial Entity have received AOC approved Harassment, Discrimination and Retaliation Prevention training within the past 24-months, or will satisfy the requirement by attending the required training within the next six (6) months. AOC HRD will maintain a record of certification communications received from Judicial Entities. Judicial Entities are encouraged to train staff utilizing all AOC approved training materials (i.e.; the three videos), and at a minimum should rotate the training videos biennially. (Amended 9/16/14)
- D.** Follow-up Harassment, Discrimination and Retaliation Prevention Training may be provided, as appropriate.



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- E. Acknowledgement Form Required.** Each employee who attends Harassment, Discrimination and Retaliation Prevention Training shall sign a verification acknowledging that the employee has attended the training. A copy of the individual employee's acknowledgement of training must be included in his/her employee personnel file. (Amended 9/16/14)
- F.** The Harassment, Discrimination and Retaliation Prevention Training shall include:
- (1) an overview of the NMJBPR and NMJBPRWE Section 1.05 and 15.05;
 - (2) what constitutes harassment, discrimination and retaliation;
 - (3) examples of harassment, discrimination and retaliation;
 - (4) examples of how to handle a harassing, discriminatory or retaliatory situation;
 - (5) steps to take for resolution if an employee feels harassment, discrimination or retaliation has occurred.

7. LOCAL INVESTIGATOR DESIGNATION (Added 3/01/12, Amended 9/16/14)

The local investigator will be trained in the New Mexico Judicial Branch adopted investigation methodology to investigate complaints of harassment, discrimination and retaliation; and has the responsibility to review complaint documentation, conduct confidential interviews, prepare witness statements, evaluate facts, documents and statements, prepare a formal written report summarizing the findings of fact and make recommendations for approval by the Administrative Authority. The Administrative Authority should recommend a Local Investigator for his or her Judicial Entity in writing to the AOC Director. Local investigators may be selected from those holding only the following job classifications: AOC Deputy Director, AOC HR Director, AOC HR Project Manager, AOC HR Administrator, AOC General Counsel, Magistrate Court Division Director, Attorney Supervisor, Attorney Senior, Attorney Associate, Attorney-General Counsel, Chief Appellate Court Clerk, Court Executive Officer 1, 2 or 3, Deputy Court Executive Officer 1 or 2, HR Administrator Senior, HR Director, HR Manager, or Judicial Standards Commission Investigator. (Added 3/01/12; Amended 9/16/14)

- A.** A local investigator shall not be the Administrative Authority.



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- B.** The local investigator upon completion of training shall be appointed by the Administrative Authority following approval from the AOC Director.
- C.** Each appointed local investigator must attend an AOC approved investigation training prior to investigating any harassment, discrimination or retaliation complaint.
- D.** Staff designated as the local investigator shall not receive additional compensation.
- E.** The local investigator may refer associated parties to mediation in accordance with section 15 below.

8. LOCAL INVESTIGATOR TRAINING

- A.** The AOC shall develop an investigation training which will be mandatory for all designated local investigators. (Amended 9/16/14)
- B.** The AOC sponsored training will provide local investigators with information regarding how to conduct local investigations based upon this policy.
- C.** In addition to the AOC sponsored training, local investigators are encouraged, and may be required to attend additional relevant training.

9. HOW TO REPORT HARASSMENT, DISCRIMINATION AND RETALIATION

- A.** Justice, judge, at-will employee, or an employee should submit a clear, concise and relevant written complaint within a reasonable time not to exceed 90 calendar days from the most recent alleged related incident.
- B.** An individual may use the "Harassment, Including Sexual Harassment, Discrimination and Retaliation Prevention Notice Form" to make a written complaint. (Amended 9/16/14)
- C.** A complaint against a justice, judge, Court Executive Officer, Chief Appellate Court Clerk, or AOC Director shall be submitted directly to the AOC HR Director.
- D.** A complaint against an employee or outside person shall be submitted as follows:



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- (1) In the Supreme Court or the Court of Appeals to the Chief Appellate Court Clerk of that Judicial Entity.
 - (2) In a District Court or the Metropolitan Court to the Court Executive Officer of the Judicial Entity.
 - (3) In Magistrate Court or the AOC to the Director of the AOC.

 - E.** An individual who believes that he or she has been a victim of harassment, discrimination or retaliation is encouraged to inform the accused individual that the behavior is offensive and that it should stop immediately.

 - F.** Regardless of whether or not the accused individual is confronted directly about his or her behavior; the complaining individual shall immediately report the behavior.

 - G.** Any employee knowingly making false statements in a complaint or during an investigation of harassment, discrimination or retaliation shall be subject to discipline, pursuant to the NMJBPR.
- 10. INVESTIGATION PROCEDURES** (Local Investigator or AOC Director) (Added 3/01/12, Amended 9/16/14)
- A.** Upon receipt of a harassment, discrimination or retaliation complaint, the investigator shall make an initial determination within 10 business days whether the complaint states facts that fairly describe improper harassment, discrimination or retaliation as defined in this policy. The complaint should be read broadly, and should not be held to technical pleading standards. If the investigator determines that the complaint does not allege improper harassment, discrimination or retaliation, the investigator shall so notify the complainant in writing.

 - B.** Nothing in this section shall prevent the investigator from addressing the allegations with the Administrative Authority if the complaint states facts related to mismanagement or misconduct that is not improper harassment, discrimination or retaliation.

 - C.** If the investigator's initial determination is that the complaint does state a cause of improper harassment, discrimination or retaliation the investigator will provide the accused individual with a copy of the full complaint within 10 business days, unless the complainant rescinds the complaint.

 - D.** The accused individual may submit a clear, concise and relevant written response within 10 business days of receipt of the complaint against him or her. Any



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response will be provided by the investigator to the complainant within five (5) business days of receipt of the complaint.

- E.** The investigator shall initiate a confidential investigation within 20 business days after providing the complaint to the accused.
- F.** All interviews and discussions with parties associated with the complaint and witnesses shall be conducted in private.
- G.** The investigator shall inform each interviewee in writing to keep the matter confidential. (See Investigation Participant Acknowledgment Form 2014.NMJB.120-B) (Amended 9/16/14)
- H.** If the complainant, respondent or a witness is unwilling to be interviewed, to sign the formal complaint statement, to timely sign a witness statement or to otherwise participate or cooperate in the investigative process, the investigator shall prepare and sign a written statement attesting to the refusal of the complainant, respondent or witness to cooperate in the investigation. An investigation of the allegation shall nevertheless be conducted in a manner appropriate to the circumstances.

Written & Signed Statements - All interviews of the complainant, respondent and witnesses shall be documented by the investigator in statement form, signed by the individual interviewed and will become part of the evidence of the investigation. Any refusal to sign will be noted by the investigator.

(1) Interview of the Complainant

The allegation shall be discussed in detail to determine:

- a.** Identity of the accused individual (hereafter, the "respondent");
- b.** The specific details of each event the complainant believes is inappropriate, including date(s), time(s), location(s), act(s), gesture(s) and dialogue;
- c.** Whether there are any documents to support the allegations of the complainant;
- d.** To the extent possible, any economic and/or psychological consequences to the complainant;
- e.** The nature and past history of the relationship between the complainant and respondent and the relationship of the respondent to the organization (i.e., supervisory employee, non-supervisory employee, third party, elected official);
- f.** Any statement(s), act(s) or gesture(s) the complainant has made to let the respondent know the behavior is unwelcome. If the



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complainant initially welcomed the conduct by active participation, the complainant should have given specific notice to the respondent that the conduct was no longer welcome for any such subsequent conduct to be deemed unwelcome;

- g.** Whether the complainant knows of others who may have been party to the alleged behavior by the respondent;
- h.** The names of any witnesses to the alleged behavior;
- i.** Whether management could have become or was aware of the incident(s) that are the subject of the complaint; and
- j.** Whether the complainant has made a previous complaint concerning the alleged behavior and to whom such complaint was made.

(2) Interview of the Respondent

The respondent should receive an explanation and be afforded the opportunity to discuss the allegation(s) in detail. The investigator must:

- a.** Inform the respondent of the nature of the inquiry;
- b.** Request that the respondent reply to each of the allegations made;
- c.** Ask for the name(s) of witnesses, if any, who are actual witnesses to the alleged behavior and can confirm the respondent's statement;
- d.** Obtain copies of any relevant documentation supporting the respondent's statement;
- e.** Ask if the respondent has previously had any kind of conflict with the complainant;
- f.** Determine the nature and past history of the relationship between the complainant and the respondent. Assess if the complainant initially welcomed the conduct by active participation and if the complainant gave specific notice to the respondent that the conduct was no longer welcome; and
- g.** Inform the respondent that any retaliation against the complainant is unlawful and, in the case of an employee, will result in discipline up to and including termination.

(3) Interview of Complainant's and Respondent's Witnesses

- a.** If there are witnesses to the alleged behavior or to other matters discussed in the separate interview with the complainant and respondent, the witnesses must be interviewed to confirm or refute any of the allegations.
- b.** Because harassment, discrimination and retaliation often occur in private, there may not be any witnesses to the alleged behavior.



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Evidence may be obtained from individuals who observed either party's demeanor immediately after the alleged behavior or individuals with whom the complainant or respondent discussed the incident.

11. FINDINGS OF FACT, REPORT & FINAL DECISION

- A.** Upon completing the investigation, the investigator shall:
- (1) Evaluate the complainant's and respondent's accounts of the events for internal consistency, contradictions, and plausibility.
 - (2) Evaluate all other facts, documents and statements gathered during the investigation.
 - (3) Prepare a thorough report documenting all information gathered regarding the alleged behavior, and recommend appropriate action (which may include disciplinary action) to the Administrative Authority. Report documentation must include: all documentation, signed witness statements, findings of fact, conclusions and recommendations. (Added 3/01/12)
- B.** The Administrative Authority of the Judicial Entity in which the complaint was submitted and investigated by a local investigator makes the final decision regarding any actions to be taken, and:
- (1) informs the complainant and respondent of the results of the investigation in writing,
 - (2) informs the complainant's and respondent's supervisor(s) of the results of the investigation and of any action(s) recommended, and
 - (3) informs witnesses, as applicable that the investigation is closed and reminds them of confidentiality.
- C.** A confidential file containing all documentation shall be maintained by the Judicial Entity in the case of a local investigation or the AOC HRD in the case of a referred investigation.



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12. REFERRED INVESTIGATION (If referred to AOC HRD.) (Added 3/01/12, Amended 9/16/14)

- A. Referral to AOC HRD.** If upon review of the local investigation findings the Administrative Authority determines based upon the facts, documents, witness statements and local investigator's report that the investigation rises to the level of complexity that a referral to the AOC HRD for investigation is required, the Administrative Authority shall forward the complaint and all supporting documents to the AOC HR Director within 30 business days of receipt.
- B. Local Investigator's Summary Report.** The local investigator's report shall summarize the evidence gathered and the reason why AOC HRD assistance is required.
- C. Referred back to Judicial Entity.** The local investigation will terminate at the point it is referred to the AOC HRD, unless the AOC Director determines that the investigation does not rise to the level of complexity requiring an AOC HRD investigation. Should this occur the investigation must be completed by the Judicial Entity in which the complaint arose. If the Judicial Entity has not appointed a local investigator or if the local investigator is not yet formally trained, the investigation may commence under the direction and guidance of the AOC HR Director. (Amended 9/16/14)
- D. Mediation.** The AOC HR Director may refer associated parties to mediation in accordance with section 15 below.
- E.** Any recommendations made by the AOC HR Director or designee shall be reviewed by the AOC Director. All AOC Director approved actions including discipline up to and including employee termination shall be adopted and implemented by the Judicial Entity within 45 calendar days.

13. INVESTIGATING OUTSIDE-PARTY HARASSMENT

- A.** Upon receipt of harassment, discrimination or retaliation complaint against an outside party, the investigator shall initiate an investigation by interviewing the complainant and complainant's witnesses in the manner stated above. If appropriate, interviews will be held with the respondent and the respondent's witnesses in the manner stated above.
- B.** In reviewing and responding to such a case, the investigator shall consider the extent of Judicial Branch control and any other legal responsibility the Judicial



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Branch has with respect to the conduct of outside parties, and recommended action to the Administrative Authority or appropriate administrative party.

14. GRIEVANCE RIGHTS

- A. At-Will Employee.** An at-will employee who is disciplined under this policy has no grievance rights under NMJBPR Part 2.
- B. A Classified or Career Status Employee / An Employee Who Has Completed Probationary Period.** An employee who has completed the probationary period who is suspended, demoted, terminated or suffers a loss of accrued compensation under this policy may file a grievance in accordance with the NMJBPR Part 1.

15. MEDIATION (Added 3/01/12, Amended 9/16/14)

Mediation is the process through which a complainant and respondent work under the direction of a mediator to resolve conflicts. A solid agreement, or “win-win” solution, is the intended outcome of any mediation, and all of the parties involved will put in a considerable amount of time and effort to reach this agreement. It is preferred that parties mutually agree to mediate differences and conflicts. Should an agreement to voluntary mediation not be reached, nothing in this section precludes a Judicial Entity, or an investigator from recommending or requiring parties to attend mandatory mediation. Failure to comply with a mandatory mediation or a mediation agreement could result in disciplinary action. (Amended 9/15/14)

- A.** Mediation parties must attend the mediation with an agreement of good faith as stated by signing and completing a confidential mediation agreement. (Amended 9/15/14)
- B.** A party may withdraw from or suspend a voluntary mediation process at any time, and for any reason. The mediator may suspend or terminate a voluntary mediation, if the mediator feels that the mediation will lead to an unreasonable result, if at an impasse has been reached, or if the mediator determines that he/she can no longer effectively perform his/her facilitative role. (Amended 9/15/14)
- C.** It is understood between the parties and the mediator that the mediation will be strictly confidential. Mediation discussions, any draft resolutions and any unsigned mediated Agreements shall not be admissible in any court, administrative or other contested proceeding. Any signed mediation agreements are binding on the parties and will be kept in the employee’s personnel file.



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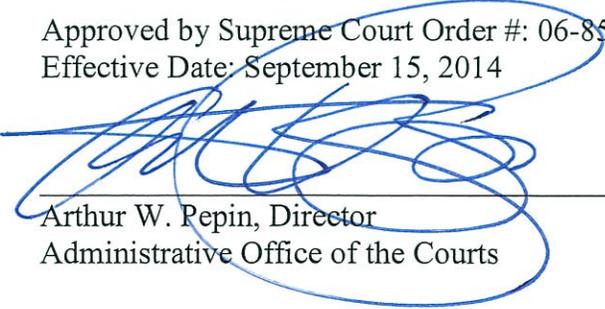
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- D. The judicial entity in which the complaint arose is responsible for any fees associated with a selected mediator.
- E. All mediation referrals and agreements must be documented by the investigator. Such documentation shall include the names of all associated parties, the specific date mediation is to take place and the anticipated date of completion. The investigator shall coordinate times and places with the selected mediator.
- F. The Office of Alternative Dispute Prevention and Resolution, Risk Management Division, General Services Department of the State of New Mexico offers alternative dispute resolution services. The office coordinates a range of services including a network of skilled mediators to respond to requests for direct assistance. Please call 827-0444, 827-0421 or 827-0576 for further information.

16. ATTACHMENTS AND ACKNOWLEDGEMENT

- A. All New Mexico Judicial Branch Employees, (Classified and At-Will) will be provided with a copy of the Harassment, Including Sexual Harassment, Discrimination and Retaliation policy and must sign the *Acknowledgement Form* upon receipt of the policy. (Form 2014.NMJB.120-A) The acknowledgement form will be placed in the employee's personnel file.
- B. Attachments include the following forms:
 - (1) Investigation Participant Acknowledgment. (Form 2014.NMJB.120-B)
 - (2) Harassment, Including Sexual Harassment, Discrimination and Retaliation Complaint Form. (Form 2014.NMJB.120-C)
 - (3) Administrative Authority Acknowledgement Form for training materials. (Form 2014.NMJB.120-D)
 - (4) Harassment Policy Flow Chart. (Form 2014.NMJB.120-E)

Approved by Supreme Court Order #: 06-8500, August 18, 2006
Effective Date: September 15, 2014



Arthur W. Pepin, Director
Administrative Office of the Courts

9/16/2014

Date



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**HARASSMENT, INCLUDING SEXUAL HARASSMENT,
DISCRIMINATION AND RETALIATION
COMPLAINT FORM**

Form 2014.NMJB.120-C

Reference: Harassment, Including Sexual Harassment, Discrimination & Retaliation Prevention Policy
NMJBPR Part 1, Section 1.05 & NMJBPR Part 2, Section 15.05 (Rvd. 9/15/14)

Confidentiality shall be maintained throughout the investigative process. Upon receipt of a harassment, discrimination or retaliation complaint the investigator will provide the accused individual with a copy of the full complaint within ten (10) business days, unless the complainant rescinds his or her complaint. Please review the above mentioned policy, and review the definitions in preparation for completing this form.

Name: _____ Date: _____

Judicial Entity: _____ Telephone Number: _____

Please answer the following questions with as much information as possible.

Name the accused individual(s):

State the date, time and location the event(s) occurred:

Give the specific details of each event that leads you to believe that you have been harassed, discriminated or retaliated against or that you have observed harassment or discrimination (review definitions of harassment, discrimination and retaliation as outlined in the Harassment, Including Sexual Harassment, Discrimination and Retaliation policy.):



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Describe the act(s), gesture(s) and dialogue that occurred:

Were there any witnesses to the event? If so, name them:

What is the nature and past history of your relationship to the accused individual
(employee/supervisor)?

Why do you think the harassment, discrimination or retaliation is occurring?



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Do you have documents to support your allegations? If so, please attach copies.

Describe any statements, act(s) or gesture(s) you made to let the accused individual know the behavior is unwelcome:

Have there been any economic and/or psychological consequences to you? If so, state what they are:

Do you know of others who may have suffered harassment, discrimination or retaliation by the accused? If so, name the individuals and describe the alleged conduct:



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Could management be aware of the event about which you are complaining? If so, how?

Have you complained previously of the alleged behavior? If so, to whom and when?

Provide any other details or information that you feel might be pertinent:

I attest that the information provided above is true and accurate to the best of my knowledge.

Signature of complainant _____

Received by: _____ Date: _____

*Any employee knowingly making false statements in a complaint
or during an investigation of harassment, discrimination or retaliation shall be subject to discipline,
pursuant to NMJBPR.*

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ACKNOWLEDGEMENT FORM

Harassment, Including Sexual Harassment,
Discrimination & Retaliation Prevention Training

Reference NMJBPR Part 1, Section 1.05 & NMJBPR Part 2, Section 15.05
Questions please call AOC HRD at 505/827-4810 Rvd. 9/16/14

I, _____, an employee of the New Mexico Judicial Branch hereby certify
(print name)

that I have attended & participated in Harassment, Including Sexual Harassment, Discrimination & Retaliation
Prevention training. I certify receipt of the NMJB Harassment, Including Sexual Harassment, Discrimination
and Retaliation Policy effective September 16, 2014, and the Supreme Court Order #06-8500 approving the
policy, effective August 18, 2006. I understand it is my responsibility to read and abide by the Policy and
Supreme Court Order as well as any internal policies of my Judicial Entity.

My attendance at the Harassment Training was on: _____.

I have viewed the following AOC approved Harassment, Discrimination and Retaliation Prevention Training
Videos:

- checkbox New Mexico Judicial Branch Sexual Harassment Prevention Training - CD
checkbox Harassment IS - DVD
checkbox HE SAID / SHE SAID - DVD

I realize that harassment, sexual harassment, discrimination and retaliation are prohibited by the New Mexico
Judicial Branch and the Supreme Court of New Mexico, and all employees have the right to work in an
environment free from unwelcome behavior or comments of a harassing, discriminatory or sexual nature
either by coworkers, supervisors, or non-employees who conduct business with the Judicial Branch.
Similarly, those the Judicial Branch serves have a right to receive services free from any harassing,
discriminatory or sexual comments or behavior. Harassment based upon an individual's sex, race, color,
ethnicity, national origin, age, ancestry, religion, sexual orientation, gender identity, disability or any other
legally protected characteristics will not be tolerated. No person will be adversely affected in employment or
retaliated against as a result of bringing complaints of unlawful harassment. Behaviors such as intimidating,
coercing, threatening, discriminating against or taking reprisal against an employee for complaining about
harassment or discrimination, or for assisting with an investigation of a complaint is prohibited.

I realize that violation of this policy can subject me to disciplinary action, up to and including dismissal. I
also realize it is my responsibility to inform management and the AOC of all instances of sexual harassment
and discrimination in order for prompt remedial action to be taken. I agree that I will take a proactive stance
against instances of sexual harassment and discrimination.

Judicial Entity / Court (Please Print)

Employee Signature

Original: Employee Personnel File
Copy: Employee



Instructions for Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 03/31/2016

Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any work-authorized individual in hiring, discharge, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC) at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TDD), or visit www.justice.gov/crt/about/osc.

What Is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011. Employers should have used Form I-9 CNMI between November 28, 2009 and November 27, 2011.

General Instructions

Employers are responsible for completing and retaining Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors.

Form I-9 is made up of three sections. Employers may be fined if the form is not complete. Employers are responsible for retaining completed forms. Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).

Section 1. Employee Information and Attestation

Newly hired employees must complete and sign Section 1 of Form I-9 **no later than the first day of employment**. Section 1 should never be completed before the employee has accepted a job offer.

Provide the following information to complete Section 1:

Name: Provide your full legal last name, first name, and middle initial. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the last name field. Your first name is your given name. Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any.

Other names used: Provide all other names used, if any (including maiden name). If you have had no other legal names, write "N/A."

Address: Provide the address where you currently live, including Street Number and Name, Apartment Number (if applicable), City, State, and Zip Code. Do not provide a post office box address (P.O. Box). Only border commuters from Canada or Mexico may use an international address in this field.

Date of Birth: Provide your date of birth in the mm/dd/yyyy format. For example, January 23, 1950, should be written as 01/23/1950.

U.S. Social Security Number: Provide your 9-digit Social Security number. Providing your Social Security number is voluntary. However, if your employer participates in E-Verify, you must provide your Social Security number.

E-mail Address and Telephone Number (Optional): You may provide your e-mail address and telephone number. Department of Homeland Security (DHS) may contact you if DHS learns of a potential mismatch between the information provided and the information in DHS or Social Security Administration (SSA) records. You may write "N/A" if you choose not to provide this information.

All employees must attest in Section 1, under penalty of perjury, to their citizenship or immigration status by checking one of the following four boxes provided on the form:

1. A citizen of the United States

2. A noncitizen national of the United States: Noncitizen nationals of the United States are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

3. A lawful permanent resident: A lawful permanent resident is any person who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. The term "lawful permanent resident" includes conditional residents. If you check this box, write either your Alien Registration Number (A-Number) or USCIS Number in the field next to your selection. At this time, the USCIS Number is the same as the A-Number without the "A" prefix.

4. An alien authorized to work: If you are not a citizen or national of the United States or a lawful permanent resident, but are authorized to work in the United States, check this box.

If you check this box:

a. Record the date that your employment authorization expires, if any. Aliens whose employment authorization does not expire, such as refugees, asylees, and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, may write "N/A" on this line.

b. Next, enter your Alien Registration Number (A-Number)/USCIS Number. At this time, the USCIS Number is the same as your A-Number without the "A" prefix. If you have not received an A-Number/USCIS Number, record your Admission Number. You can find your Admission Number on Form I-94, "Arrival-Departure Record," or as directed by USCIS or U.S. Customs and Border Protection (CBP).

(1) If you obtained your admission number from CBP in connection with your arrival in the United States, then also record information about the foreign passport you used to enter the United States (number and country of issuance).

(2) If you obtained your admission number from USCIS *within the United States*, or you entered the United States without a foreign passport, you must write "N/A" in the Foreign Passport Number and Country of Issuance fields.

Sign your name in the "Signature of Employee" block and record the date you completed and signed Section 1. By signing and dating this form, you attest that the citizenship or immigration status you selected is correct and that you are aware that you may be imprisoned and/or fined for making false statements or using false documentation when completing this form. To fully complete this form, you must present to your employer documentation that establishes your identity and employment authorization. Choose which documents to present from the Lists of Acceptable Documents, found on the last page of this form. You must present this documentation no later than the third day after beginning employment, although you may present the required documentation before this date.

Preparer and/or Translator Certification

The Preparer and/or Translator Certification must be completed if the employee requires assistance to complete Section 1 (e.g., the employee needs the instructions or responses translated, someone other than the employee fills out the information blocks, or someone with disabilities needs additional assistance). The employee must still sign Section 1.

Minors and Certain Employees with Disabilities (Special Placement)

Parents or legal guardians assisting minors (individuals under 18) and certain employees with disabilities should review the guidelines in the *Handbook for Employers: Instructions for Completing Form I-9 (M-274)* on www.uscis.gov/I-9Central before completing Section 1. These individuals have special procedures for establishing identity if they cannot present an identity document for Form I-9. The special procedures include **(1)** the parent or legal guardian filling out Section 1 and writing "minor under age 18" or "special placement," whichever applies, in the employee signature block; and **(2)** the employer writing "minor under age 18" or "special placement" under List B in Section 2.

Section 2. Employer or Authorized Representative Review and Verification

Before completing Section 2, employers must ensure that Section 1 is completed properly and on time. Employers may not ask an individual to complete Section 1 before he or she has accepted a job offer.

Employers or their authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, the employer must complete Section 2 by Thursday of that week. However, if an employer hires an individual for less than 3 business days, Section 2 must be completed no later than the first day of employment. An employer may complete Form I-9 before the first day of employment if the employer has offered the individual a job and the individual has accepted.

Employers cannot specify which document(s) employees may present from the Lists of Acceptable Documents, found on the last page of Form I-9, to establish identity and employment authorization. Employees must present one selection from List A **OR** a combination of one selection from List B and one selection from List C. List A contains documents that show both identity and employment authorization. Some List A documents are combination documents. The employee must present combination documents together to be considered a List A document. For example, a foreign passport and a Form I-94 containing an endorsement of the alien's nonimmigrant status must be presented together to be considered a List A document. List B contains documents that show identity only, and List C contains documents that show employment authorization only. If an employee presents a List A document, he or she should **not** present a List B and List C document, and vice versa. If an employer participates in E-Verify, the List B document must include a photograph.

In the field below the Section 2 introduction, employers must enter the last name, first name and middle initial, if any, that the employee entered in Section 1. This will help to identify the pages of the form should they get separated.

Employers or their authorized representative must:

1. Physically examine each original document the employee presents to determine if it reasonably appears to be genuine and to relate to the person presenting it. The person who examines the documents must be the same person who signs Section 2. The examiner of the documents and the employee must both be physically present during the examination of the employee's documents.
2. Record the document title shown on the Lists of Acceptable Documents, issuing authority, document number and expiration date (if any) from the original document(s) the employee presents. You may write "N/A" in any unused fields.

If the employee is a student or exchange visitor who presented a foreign passport with a Form I-94, the employer should also enter in Section 2:

- a. The student's Form I-20 or DS-2019 number (Student and Exchange Visitor Information System-SEVIS Number); **and** the program end date from Form I-20 or DS-2019.
3. Under Certification, enter the employee's first day of employment. Temporary staffing agencies may enter the first day the employee was placed in a job pool. Recruiters and recruiters for a fee do not enter the employee's first day of employment.
4. Provide the name and title of the person completing Section 2 in the Signature of Employer or Authorized Representative field.
5. Sign and date the attestation on the date Section 2 is completed.
6. Record the employer's business name and address.
7. Return the employee's documentation.

Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they should be made for **ALL** new hires or reverifications. Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or other federal government agency. Employers must always complete Section 2 even if they photocopy an employee's document(s). Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. Employers are still responsible for completing and retaining Form I-9.

Unexpired Documents

Generally, only unexpired, original documentation is acceptable. The only exception is that an employee may present a certified copy of a birth certificate. Additionally, in some instances, a document that appears to be expired may be acceptable if the expiration date shown on the face of the document has been extended, such as for individuals with temporary protected status. Refer to the *Handbook for Employers: Instructions for Completing Form I-9 (M-274)* or I-9 Central (www.uscis.gov/I-9Central) for examples.

Receipts

If an employee is unable to present a required document (or documents), the employee can present an acceptable receipt in lieu of a document from the Lists of Acceptable Documents on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employers cannot accept receipts if employment will last less than 3 days. Receipts are acceptable when completing Form I-9 for a new hire or when reverification is required.

Employees must present receipts within 3 business days of their first day of employment, or in the case of reverification, by the date that reverification is required, and must present valid replacement documents within the time frames described below.

There are three types of acceptable receipts:

1. A receipt showing that the employee has applied to replace a document that was lost, stolen or damaged. The employee must present the actual document within 90 days from the date of hire.
2. The arrival portion of Form I-94/I-94A with a temporary I-551 stamp and a photograph of the individual. The employee must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of issue.
3. The departure portion of Form I-94/I-94A with a refugee admission stamp. The employee must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security card within 90 days.

When the employee provides an acceptable receipt, the employer should:

1. Record the document title in Section 2 under the sections titled List A, List B, or List C, as applicable.
2. Write the word "receipt" and its document number in the "Document Number" field. Record the last day that the receipt is valid in the "Expiration Date" field.

By the end of the receipt validity period, the employer should:

1. Cross out the word "receipt" and any accompanying document number and expiration date.
2. Record the number and other required document information from the actual document presented.
3. Initial and date the change.

See the *Handbook for Employers: Instructions for Completing Form I-9 (M-274)* at www.uscis.gov/I-9Central for more information on receipts.

Section 3. Reverification and Rehires

Employers or their authorized representatives should complete Section 3 when reverifying that an employee is authorized to work. When rehiring an employee within 3 years of the date Form I-9 was originally completed, employers have the option to complete a new Form I-9 or complete Section 3. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the name change in Block A.

For employees who provide an employment authorization expiration date in Section 1, employers must reverify employment authorization on or before the date provided.

Some employees may write "N/A" in the space provided for the expiration date in Section 1 if they are aliens whose employment authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau). Reverification does not apply for such employees unless they chose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

Reverification applies if evidence of employment authorization (List A or List C document) presented in Section 2 expires. However, employers should not reverify:

1. U.S. citizens and noncitizen nationals; or
2. Lawful permanent residents who presented a Permanent Resident Card (Form I-551) for Section 2.

Reverification does not apply to List B documents.

If both Section 1 and Section 2 indicate expiration dates triggering the reverification requirement, the employer should reverify by the earlier date.

For reverification, an employee must present unexpired documentation from either List A or List C showing he or she is still authorized to work. Employers CANNOT require the employee to present a particular document from List A or List C. The employee may choose which document to present.

To complete Section 3, employers should follow these instructions:

1. Complete Block A if an employee's name has changed at the time you complete Section 3.
2. Complete Block B with the date of rehire if you rehire an employee within 3 years of the date this form was originally completed, and the employee is still authorized to be employed on the same basis as previously indicated on this form. Also complete the "Signature of Employer or Authorized Representative" block.
3. Complete Block C if:
 - a. The employment authorization or employment authorization document of a current employee is about to expire and requires reverification; or
 - b. You rehire an employee within 3 years of the date this form was originally completed and his or her employment authorization or employment authorization document has expired. (Complete Block B for this employee as well.)

To complete Block C:

- a. Examine either a List A or List C document the employee presents that shows that the employee is currently authorized to work in the United States; and
 - b. Record the document title, document number, and expiration date (if any).
4. After completing block A, B or C, complete the "Signature of Employer or Authorized Representative" block, including the date.

For reverification purposes, employers may either complete Section 3 of a new Form I-9 or Section 3 of the previously completed Form I-9. Any new pages of Form I-9 completed during reverification must be attached to the employee's original Form I-9. If you choose to complete Section 3 of a new Form I-9, you may attach just the page containing Section 3, with the employee's name entered at the top of the page, to the employee's original Form I-9. If there is a more current version of Form I-9 at the time of reverification, you must complete Section 3 of that version of the form.

What Is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "**USCIS Privacy Act Statement**" below.

USCIS Forms and Information

For more detailed information about completing Form I-9, employers and employees should refer to the *Handbook for Employers: Instructions for Completing Form I-9 (M-274)*.

You can also obtain information about Form I-9 from the USCIS Web site at www.uscis.gov/I-9Central, by e-mailing USCIS at I-9Central@dhs.gov, or by calling **1-888-464-4218**. For TDD (hearing impaired), call **1-877-875-6028**.

To obtain USCIS forms or the *Handbook for Employers*, you can download them from the USCIS Web site at www.uscis.gov/forms. You may order USCIS forms by calling our toll-free number at **1-800-870-3676**. You may also obtain forms and information by contacting the USCIS National Customer Service Center at **1-800-375-5283**. For TDD (hearing impaired), call **1-800-767-1833**.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from the USCIS Web site at www.dhs.gov/E-Verify, by e-mailing USCIS at E-Verify@dhs.gov or by calling **1-888-464-4218**. For TDD (hearing impaired), call **1-877-875-6028**.

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling **1-888-897-7781**. For TDD (hearing impaired), call **1-877-875-6028**.

Photocopying and Retaining Form I-9

A blank Form I-9 may be reproduced, provided all sides are copied. The instructions and Lists of Acceptable Documents must be available to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer. Employers are required to retain the pages of the form on which the employee and employer enter data. If copies of documentation presented by the employee are made, those copies must also be kept with the form. Once the individual's employment ends, the employer must retain this form for either 3 years after the date of hire or 1 year after the date employment ended, whichever is later.

Form I-9 may be signed and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.

USCIS Privacy Act Statement

AUTHORITIES: The authority for collecting this information is the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC 1324a).

PURPOSE: This information is collected by employers to comply with the requirements of the Immigration Reform and Control Act of 1986. This law requires that employers verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

DISCLOSURE: Submission of the information required in this form is voluntary. However, failure of the employer to ensure proper completion of this form for each employee may result in the imposition of civil or criminal penalties. In addition, employing individuals knowing that they are unauthorized to work in the United States may subject the employer to civil and/or criminal penalties.

ROUTINE USES: This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The employer will keep this form and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9

OMB No. 1615-0047
Expires 03/31/2016

▶ **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.)

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State Zip Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [][]-[][]-[][][][]	E-mail Address [][][][]@ [][][][] [][][][][] [][][][][]			Telephone Number [][][][]-[][][][]-[][][][][]	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (See instructions)
- A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. (See instructions)

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

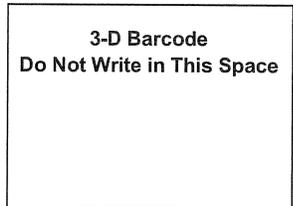
2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. (See instructions)



Signature of Employee:	Date (mm/dd/yyyy):
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Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.)

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date (mm/dd/yyyy):	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State Zip Code



Employer Completes Next Page



Section 2. Employer or Authorized Representative Review and Verification

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1: _____

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title:		Document Title:
Issuing Authority:		Issuing Authority:		Issuing Authority:
Document Number:		Document Number:		Document Number:
Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				

**3-D Barcode
Do Not Write in This Space**

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ (See instructions for exemptions.)

Signature of Employer or Authorized Representative		Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name (Family Name)		First Name (Given Name)	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)			City or Town	State
				Zip Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)

A. New Name (if applicable) Last Name (Family Name) First Name (Given Name) Middle Initial	B. Date of Rehire (if applicable) (mm/dd/yyyy):
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C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:
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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of Birth Abroad issued by the Department of State (Form FS-545) 3. Certification of Report of Birth issued by the Department of State (Form DS-1350) 4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 5. Native American tribal document 6. U.S. Citizen ID Card (Form I-197) 7. Identification Card for Use of Resident Citizen in the United States (Form I-179) 8. Employment authorization document issued by the Department of Homeland Security

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274).

Refer to Section 2 of the instructions, titled "Employer or Authorized Representative Review and Verification," for more information about acceptable receipts.

PERSONAL DATA UPDATE FORM

(2.B)

Please return to Human Resources

NEW FORM: _____ CHANGE: _____

Effective Date of Change: _____ Entered By: _____ Date: ____/____/____

Employee Information

Name: _____ EMPL ID #: _____ Date of Birth: ____/____/____

Social Security #: _____ E-mail Address (work/personal): _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Are you currently or have you ever worked for the State of New Mexico? _____

*If yes, please provide approx. dates. _____

Voluntary Information

Gender:

Male Female

Retired State Employee

Marital Status:

Single Married - Date of Marriage _____

Divorced - Date of Divorce _____

Common Law Head of Household

Separated

Widowed

Ethnicity (Check one):

Asian Black/African American

Caucasian/White

Hispanic/Latino Native American/American Indian

Native Hawaiian or Other Pacific Islander

Decline to Identify/Not Specified Other _____

Military Status (Check if appropriate):

Active Reserve Inactive Reserve

No Military Service

Retired Military Vietnam Era Veteran

Other Protected Veteran

Special Disabled Vietnam Veteran Special Disabled Veteran

Other _____

Highest Education Level: (Check one below)

Less than a High School Graduate High School Graduate/GED or Equivalent

Some College

Technical School/Trade Certificate 2 Year College/Associate's Degree

Bachelor's Level Degree

Some Graduate School Master's Level Degree

Doctorate (Academic)

Doctorate (Professional) Post Doctorate

Other _____

Total Years of Education _____

Emergency Contact Information

Name: _____ Relationship: _____

Home Phone: () _____ Work Phone: () _____ Cell/Other () _____

Employee Signature: _____

Date: _____

SUPREME COURT OF NEW MEXICO JUDICIAL BRANCH EMPLOYMENT APPOINTMENTS

Statement of Willingness to accept a Probationary Appointment

I understand that the position I am about to accept is permanent.

1. A probationary period of one (1) year is required of all permanent employees. (This does not apply to permanent Judicial Branch employees who have already completed probation.)
2. A probationer may have his/her appointment terminated without advance notice and has no grievance rights.

Statement of Willingness to accept a Term Appointment

I understand that the position I am about to accept is only funded for a specific period of time.

1. A probationary period of one (1) year is required of all term employees. (This does not apply to permanent Judicial Branch employees who have already completed a year probation.)
2. A probationer may have his/her appointment terminated at-will without advance notice and has no grievance rights.
3. One (1) and two (2) apply except:
 - a. where limited by funding source;
 - b. the *appointment* expires due to a reduction or loss of funding; or
 - c. when the special project ends, with at least 14 calendar days written notice, in which case, the *term employee* shall have no rights under NMJBPR 10, Grievance.

Statement of Willingness to accept a Temporary At-Will Appointment

I understand that the position I am about to accept is at-will. A temporary appointment is to a position funded for less than one (1) year.

There are no contractual rights to continued employment and all at-will employees may be terminated at any time without cause.

Statement of Willingness to accept an At-Will Appointment

I understand that the position I am about to accept is at-will.

There are no contractual rights to continued employment and all at-will employees may be terminated at any time without cause.

Employee Name:	Judicial Entity:	PERM #:
Social Security #:	Job Title	TOOL #:

Employee Signature:	Date:
---------------------	-------

Form W-4 (2016)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2016 expires February 15, 2017. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2016. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for yourself if no one else can claim you as a dependent **A** _____

B Enter "1" if: } • You are single and have only one job; or
• You are married, have only one job, and your spouse does not work; or
• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. **B** _____

C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) **C** _____

D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return **D** _____

E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) **E** _____

F Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit **F** _____
(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.
• If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children.
• If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child **G** _____

H Add lines A through G and enter total here. **(Note: This may be different from the number of exemptions you claim on your tax return.)** ► **H** _____

For accuracy, complete all worksheets that apply. } • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2.
• If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld.
• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; text-align: center;">2016</div>
1 Your first name and middle initial _____ Last name _____		2 Your social security number _____
Home address (number and street or rural route) _____		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code _____		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ► <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 _____
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2016, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ►		7
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ► _____		Date ► _____
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional) _____
		10 Employer identification number (EIN) _____

Deductions and Adjustments Worksheet

Note: Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

- 1 Enter an estimate of your 2016 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1952) of your income, and miscellaneous deductions. For 2016, you may have to reduce your itemized deductions if your income is over \$311,300 and you are married filing jointly or are a qualifying widow(er); \$285,350 if you are head of household; \$259,400 if you are single and not head of household or a qualifying widow(er); or \$155,650 if you are married filing separately. See Pub. 505 for details 1 \$ _____
- 2 Enter: $\left\{ \begin{array}{l} \$12,600 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,300 \text{ if head of household} \\ \$6,300 \text{ if single or married filing separately} \end{array} \right\}$ 2 \$ _____
- 3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" 3 \$ _____
- 4 Enter an estimate of your 2016 adjustments to income and any additional standard deduction (see Pub. 505) 4 \$ _____
- 5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2016 Form W-4* worksheet in Pub. 505.) 5 \$ _____
- 6 Enter an estimate of your 2016 nonwage income (such as dividends or interest) 6 \$ _____
- 7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" 7 \$ _____
- 8 **Divide** the amount on line 7 by \$4,050 and enter the result here. Drop any fraction 8 _____
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 9 _____
- 10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10 _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note: Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 _____
 - 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" 2 _____
 - 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet 3 _____
- Note:** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.
- 4 Enter the number from line 2 of this worksheet 4 _____
 - 5 Enter the number from line 1 of this worksheet 5 _____
 - 6 **Subtract** line 5 from line 4 6 _____
 - 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here 7 \$ _____
 - 8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed 8 \$ _____
 - 9 Divide line 8 by the number of pay periods remaining in 2016. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2016. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 \$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$6,000	0	\$0 - \$9,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
6,001 - 14,000	1	9,001 - 17,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 25,000	2	17,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
25,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 75,000	5	405,001 and over	1,600		
44,001 - 55,000	6	75,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



State of New Mexico – Department of Finance and Administration DIRECT DEPOSIT AUTHORIZATION AND AGREEMENT OR DECLINATION

EMPLOYEE INFORMATION

EMPLOYEE NAME: _____

PEOPLESOFT ID#: _____

DISBURSEMENT CHOICE – CHECK AND SIGN ONLY ONE OPTION

DIRECT DEPOSIT ENROLLMENT OR CHANGE AUTHORIZATION AND AGREEMENT

Type of action (select one): New Enrollment Account Change

Financial institution and account information:

Financial Institution Name and Address	Type <i>Checking = C Savings = S</i>	Routing Number <i>(from your financial institution)</i>	Account Number <i>(employees may have only one direct deposit account)</i>

Proof of ownership: For the single account that you own, in whole or in part, and to which you want 100% of your net salary and wages directly deposited, please attach one of the following forms of documentation. For a checking or savings account, you may attach the first page of the most recent bank statement for the account showing your name on the account and the account number, with all financial information (e.g., balances and transactions) redacted. Alternatively, for a checking account, you may attach a voided, preprinted check listing you as an account owner.

Authorization and agreement:

I authorize the State of New Mexico (State) to directly deposit my net salary and wages to the account designated above and my financial institution to accept such deposits and credit them to this account. I understand and agree that:

- 100% of my net salary and wages will be electronically transferred to my financial institution and credited to the account designated above on paydays designated by the State;
- this direct deposit authorization and agreement supersedes and replaces any prior direct deposit authorizations and agreements, which I hereby revoke, and will continue in effect until I designate another account or I or the State cancel my enrollment in direct deposit;
- if the State is notified that the account designated above has been closed, I will receive payroll warrants until I designate a new direct deposit account;
- the State may, without liability to me, cancel my enrollment in direct deposit at any time, either temporarily for one or more pay periods or permanently, in which event I shall receive payroll warrants for the effected pay periods;
- in the event that my financial institution does not accept the direct deposit of my net salary and wages for any reason, the State has no obligation to process a supplemental salary and wage payment until my financial institution returns the non-accepted payment to the State; and
- I can cancel my enrollment in direct deposit or change my direct deposit account at any time. I understand and agree that it may take some time for the cancellation or change to take effect, during which time my net salary and wages will continue to be directly deposited in the account designated above.

In the event that more money is deposited into my account than is due me, I authorize the State to deduct from the account designated above all amounts deposited to the account in error and authorize my financial institution to allow such deductions and return the erroneously paid amounts to the State.

Employee Signature: _____

Date: _____

PAYROLL WARRANT Notwithstanding that direct deposit is quicker (i.e., enrolling in direct deposit would mean my net pay would be in my account on payday), safer (i.e., payroll warrants can be lost or stolen), and convenient (i.e., by enrolling in direct deposit, I would not have to cash or deposit a payroll warrant or worry about being out of the office on a payday), I decline to participate in the State of New Mexico direct deposit program and hereby revoke any prior direct deposit authorizations and agreements. I understand that payroll warrants will be delivered to my employer on paydays and that I must retrieve the warrant from my employer and cash or deposit the warrant to have access to my pay.

Employee Signature: _____

Date: _____



33 Plaza La Prensa, Santa Fe, New Mexico 87507
 (505) 476-9401 fax (505) 476-9300 voice
 (800) 342-3422 Toll-Free
www.nmpera.org

APPLICATION FOR PERA MEMBERSHIP FORM

Instructions: Please print or type in dark ink. The original of this form must be completed in its entirety and returned to PERA for processing. Required fields are in **BOLD ITALICS**

MEMBER INFORMATION PRINT OR TYPE CLEARLY			
<i>SOCIAL SECURITY NUMBER or PERA ID NUMBER</i>			
<i>FIRST NAME</i>	<i>MI</i>	<i>LAST NAME</i>	
<i>MAILING ADDRESS</i>		<i>HOME or CELL TELEPHONE NO.</i>	
		BUSINESS TELEPHONE NO.	
<i>CITY</i>	<i>STATE</i>	<i>ZIP</i>	<i>GENDER</i> <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
<i>DATE OF BIRTH</i>	CITY OF BIRTH		STATE OF BIRTH
<i>CURRENT MARITAL STATUS (Check One)</i> <input type="checkbox"/> NEVER BEEN MARRIED <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED			
<i>HAVE YOU EVER BEEN A PERA MEMBER?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		EMAIL ADDRESS	
<i>ARE YOU OR HAVE YOU EVER BEEN A MEMBER OF ERA?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		<i>ARE YOU CURRENTLY RECEIVING A PENSION FROM ERA?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
If YES, complete an <i>Employee Exclusion From PERA Membership Form</i> .			
FAMILY INFORMATION			
Please use additional <i>Applications for PERA Membership Form(s)</i> if the space on the family information section is not sufficient. Note , however, the designation of a survivor or refund beneficiary is on separate forms.			
SPOUSE'S NAME	SSN	DATE OF BIRTH (mm/dd/ccyy)	
CHILDREN'S NAME(S)	SSN	DATE OF BIRTH (mm/dd/ccyy)	
MEMBER CERTIFICATION			
I hereby declare that all the above information is true and complete to the best of my knowledge.			
<i>SIGNATURE OF MEMBER</i>		<i>DATE</i>	
Remember to send corrections to PERA if any of the above information changes. All your PERA records are maintained by using your social security number and PERA ID number. Annual member statements and PERA election ballots are mailed to the most recent address PERA has on file for you. It is your responsibility to keep your information current.			
TO BE COMPLETED BY EMPLOYER			
Please copy the completed application for your employer file and for the employee. Mail this original form with the Refund and Survivor Beneficiary Designation Form(s) to PERA immediately upon completion.			
<i>NAME OF EMPLOYER</i>		<i>PERA EMPLOYER CODE</i>	
<i>SALARIED EMPLOYEES ONLY \$</i>	<i>ALL OTHER EMPLOYEES, HOURLY RATE \$</i>		
<i>DATE EMPLOYED (mm/dd/ccyy)</i>	<i>PART-TIME (20 but less than 30 hours per week)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CURRENT POSITION</i>		<i>RETIREMENT PLAN</i>	
EMPLOYER CERTIFICATION			
I certify that the above employee is employed by this PERA affiliate as of the above date.			
<i>AUTHORIZED SIGNATURE</i>		<i>DATE (mm/dd/ccyy)</i>	
<i>TITLE</i>		<i>BUSINESS TELEPHONE NO.</i>	



PERA

Public Employees
Retirement Association
of New Mexico

33 Plaza La Prensa, Santa Fe, New Mexico 87507
(505) 476-9401 fax (505) 476-9300 voice
(800) 342-3422 Toll-Free
www.nmpera.org

BENEFICIARY DESIGNATION FORM

Instructions: Please print or type in dark ink. The original of this form must be completed in its entirety and returned to PERA for processing. Required fields are in **BOLD ITALICS**

CHECK ONE: New Form Change in Existing Information

MEMBER INFORMATION				
SOCIAL SECURITY NUMBER or PERA ID NUMBER			DATE OF BIRTH (mm/dd/ccyy)	
FIRST NAME	MI	LAST NAME		
MAILING ADDRESS	CITY	STATE	ZIP	HOME/CELL TELEPHONE NO.
MARITAL STATUS <input type="checkbox"/> NEVER BEEN MARRIED <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED Marriage or divorce after the date this form is completed may revoke your beneficiary designation(s).				
SURVIVOR BENEFICIARY INFORMATION You May Only Choose One Person				
I designate the following person to be my survivor beneficiary to receive a monthly pension payable for life in the event of my death prior to retirement. If I have less than the minimum number of years to meet retirement eligibility when I die, this monthly pension will be payable only if my death is duty related as provided by law.				
NAME	RELATIONSHIP	SSN	DATE OF BIRTH	ADDRESS/PHONE NUMBER <input type="checkbox"/> Same as above
REFUND BENEFICIARY INFORMATION You May Only Choose One Person Or Organization				
If no survivor pension is payable, I designate the following person <u>or</u> organization to be my refund beneficiary to receive a refund of my accumulated member contributions. If I do not designate a refund beneficiary, I understand the refund amount will be paid to my estate.				
Person				
NAME <input type="checkbox"/> Same as survivor beneficiary	RELATIONSHIP	SSN	DATE OF BIRTH	ADDRESS/PHONE NUMBER
<u>OR</u> Organization				
ORGANIZATION NAME	ADDRESS/PHONE NUMBER		TAX ID #	
SPOUSAL CONSENT				
<input type="checkbox"/> Check here if you are married and designating someone other than your spouse. If this box is checked, you must submit a separate completed Spousal Consent Form for this designation to be effective.				
MEMBER AUTHORIZATION				
I hereby declare that all the information provided is true and complete to the best of my knowledge.				
SIGNATURE OF MEMBER			DATE OF SIGNATURE (mm/dd/ccyy)	



PERA

Public Employees
Retirement Association
of New Mexico

Instructions for Completing the PERA Beneficiary Designation Form

- Check the appropriate box at the top of the form if the form is a new designation or a change in existing information.
- **Member Information Section**
 - Member or employer completes this section. All fields must be complete.
- **Survivor Beneficiary Information Section**
 - Enter the name of the **one** person to be designated as the survivor beneficiary. PERA must have the name and birth date of the designated person. PERA strongly encourages completing the relationship and the social security number of the designated person.
- **Refund Beneficiary Information Section**
 - Enter name of the **one** person to be designated as the refund beneficiary. PERA must have the name and birth date of the designated person. PERA strongly encourages completing the relationship and the social security number of the designated person.
 - **Or** if an organization is designated as a Refund Beneficiary, complete the name, address and organization tax ID number.
- **Spousal Consent Section**
 - If the member is married and naming someone other than his or her spouse, the member must complete the *Beneficiary Spousal Consent Form*. The spouse's signature must be notarized and both forms must be submitted to PERA at the same time for the *Beneficiary Designation Form* to be valid.
- **Member Authorization Section**
 - The member must sign and date the form.

PERA will accept faxed and scanned copies of this form as long as the member does not need the *Beneficiary Spousal Consent Form*. If a married member chooses someone other than his or her legal spouse, then PERA must have the original of the *Beneficiary Designation Form* and the *Beneficiary Spousal Consent Form*.



PERA TIER 1 and TIER 2 Member Handbooks

What TIER am I in?

The answer is dependent on one specific point in time. If you had an account balance on June 30, 2013, you are a TIER 1 member. If you had a zero account balance on June 30, 2013 you are a TIER 2 member. Once you are in a specific TIER, you will stay in that TIER.

What if a TIER 1 member changes jobs after July 1, 2013, which TIER are they in? Once a TIER 1 member, always a TIER 1 member. What if a TIER 1 member changes jobs or refunds their member account after July 1, 2013? The TIER 1 member will stay in TIER 1 and retain the vesting and retirement qualifications for TIER 1 members.

What happened to the old TIER 2 members hired from July 1, 2011 through June 30, 2013? They were grandfathered into TIER 1 and would use the TIER 1 vesting and retirement qualifications to qualify for retirement.

To access the PERA TIER 1 and TIER 2 Member Handbooks

Please visit:

<http://www.pera.state.nm.us/publications.html>



TIER 1

Summary of PERA Pension Plan Changes

The following changes are effective July 1, 2013:

TIER 1

You are in **TIER 1** if you are:

- a current, active member employed by a PERA affiliate on June 30, 2013
- an inactive member who did not refund, with employee contributions on account on June 30, 2013
- currently retired or will retire on or before June 30, 2013

Note: General members who were hired on or after July 1, 2010 and were originally employed in plans designated as “a” plans have been grandfathered in, and are now members of TIER 1.

CHANGES FOR TIER 1 MEMBERS

Pension Maximum

- Increased to 90% of final average salary for all plans.

Blended Pension

- Establishes blended pensions for service credit earned after July 1, 2013. A blended pension benefit is calculated using the service credit the member has earned under each coverage plan with different pension factors.

Cost-of-Living Adjustment (COLA)

- Eligible retired members will receive a 2% COLA.
- A member’s retirement date is always the first day of the month following the member’s termination date. For example, a member whose last day of employment is August 31, 2013 would be a September 1, 2013 retiree.
- The graduated COLA eligibility period is:
 - ✓ Retirement dates through June 1, 2014: no change to current 2 full-calendar years after retirement to receive a COLA;
 - ✓ Retirement dates of July 1, 2014 through June 1, 2015: 3 full-calendar year eligibility period to receive a COLA;
 - ✓ Retirement dates of July 1, 2015 through June 1, 2016: 4 full-calendar year eligibility period to receive a COLA; and

- ✓ Retirement dates on or after July 1, 2016: 7 full-calendar year eligibility period to receive a COLA.
- No change in 1-year COLA eligibility for disability retirees or retirees age 65 or older.

Employee Contribution Rate

- Increases the statutory employee contribution rate by 1.5% for employees who earn more than \$20,000 in annual salary.
- For state members, this will be put in place by removing the sunset of the remaining 1.5% 2009 contribution shift.

Employer Contribution Rate

- Increases the statutory employer contribution rate 0.4% beginning in FY15.
- Optional municipal employer “pickup” of future employee contribution increases.



TIER 2

Summary of PERA Pension Plan Changes

The following changes are effective July 1, 2013:

TIER 2

You are in **TIER 2** if you:

- are first hired on or after July 1, 2013
- refunded your employee contributions on or before June 30, 2013 and return to work for a PERA affiliate on or after July 1, 2013

Pension Benefits

General Members - Non-Public Safety Employees (State General Members and Municipal General Members)

- 0.5% reduction in the Annual Pension Factor
- 5-year Final Average Salary calculation
- Retirement eligibility: Rule of 85 or age 65 with 8 years of service
- 8-year vesting period
- 90% pension maximum
- 2% COLA
- 7 full-calendar year eligibility period to receive a COLA

Public Safety Plan Members (State Police Officers, Adult Correctional Officers, Peace Officers, Juvenile Correctional Officers, Municipal Police, Fire, Detention Officers)

- 0.5% reduction in the Annual Pension Factor, except for Peace Officers
- 5-year Final Average Salary calculation
- No enhanced service credit for State Police Officers, Adult Correctional Officers and Municipal Detention Officers
- Retirement eligibility: 25 years of service credit/any age or age 60 with 6 years of service
- 6-year vesting period
- 90% pension maximum
- 2% COLA
- 7 full-calendar year eligibility period to receive a COLA

Blended Pension

- Blended pension is calculated using the service credit the member has earned under each coverage plan with different pension factors.

Employee Contribution Rate

- Increases the statutory employee contribution rate by 1.5 % for employees who earn more than \$20,000 in annual salary.
- For state members, this will be put in place by removing the sunset of the remaining 1.5% 2009 contribution shift.

Employer Contribution Rate

- Increases the statutory employer contribution rate 0.4% beginning in FY15.
- Optional municipal employer “pickup” of future employee contribution increases.

State of New Mexico Employee Benefits New Hire (or Qualifying Event) Benefit Enrollment

Enrollment must be completed within the first 31 days of employment (or a Qualifying Event). Enrollment is online only, at www.mybenefitsnm.com. Please complete a form even in the event that you intend to waive all offered coverages.

Enrollment, forms and benefit plan information may be found online at www.mybenefitsnm.com. For questions regarding your benefits please contact Erisa Administrative Services, Inc. (Erisa), at 505-244-6000 or 1-855-618-1800. If you are adding new dependents (spouse/domestic partner, children). You must fax required proof of dependency documents to Erisa at 505-244-6009 on the same day that you submit your enrollment (marriage certificate, domestic partner affidavit, birth certificates or hospital proof of birth**). **Actual birth certificates for — newborns must be faxed within 90 days of birth. If not received by that time the child will be removed from coverage back to the date of enrollment.

Premium rates, explanation of benefit coverages (EOBC) and a current Benefits Administrative Guide (for details on benefit policies/procedures) can also be found on the website at www.mybenefitsnm.com.—

Below is a list of benefits available to (benefit-eligible) employees:

Medical	Blue Cross Blue Shield of NM (BCBSNM) – PPO Blue Cross Blue Shield of NM (BCBSNM) – HMO Presbyterian – HMO
Prescription/Pharmacy	Express Scripts
Dental	Delta Dental of New Mexico
Vision	Vision Service Plan
Flexible Spending Account	CompuSys/Erisa: www.nmflex.com
Employee Term Life (Basic Life) Additional Employee (Supplemental) Life Accidental Death & Dismemberment Dependent Life (spouse/DP and/or child)	Securian/Minnesota Life Insurance Company (eligible State employees are automatically enrolled in Basic Life with the State paying 100% of premiums)
Disability Insurance	The State of NM, administered by CompuSys/Erisa
Employee Assistance Plan	The Solutions Group

IMPORTANT NOTICE: If, you experience a qualifying event (shown below) and desire changes to benefits, changes must be made online within 31 days of the event. Please contact Erisa Administrative Services, Inc., at 505-244-6000 with any questions. Fax required documentation for those qualifying events to Erisa at 505-244-6009. Required information is also located on the State benefits website: www.mybenefitsnm.com

Qualifying Events (Change of Status)

- Change in job status of spouse/domestic partner resulting in loss of group coverage or gain of other coverage from new employment
- Change in job status of employee (such as reduction of hours due to FMLA, LWOP, and Disability), or Part-time to Full-time, or vice versa
- Marriage or a change in marital status, such as divorce or legal separation, resulting in a loss of coverage. This includes satisfying requirements for Domestic Partnership eligibility
- Death of a member
- Birth of a child, a court approved adoption, placement for adoption, or legal guardianship
- Any other circumstance where the individual had other coverage and loses it due to circumstances beyond their control *must be evaluated by RMD for eligibility*

NOTE: Loss of a provider or provider group is *not* a qualifying event to change carriers

I acknowledge that it is my responsibility to review my bi-weekly pay advice to ensure the appropriate deductions are being deducted. If there are any concerns I am to contact Erisa Administrative Services, Inc. at 505-244-6000.

By signing this form you acknowledge that you have read this document in its entirety

Employee Name (Print)

Please keep a copy of this form for your records

Employee Signature

Date

HR Representative Signature

Beneficiary Designation and Change Request

Minnesota Life Insurance Company - A Securian Company
Group Customer Service • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Employer State of New Mexico	Policy number 34426
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This designation applies to (If this section is left blank, your designation will apply to all coverages.):

All coverages Basic and AD&D coverage only (use one form for each coverage, if necessary)

Supplemental and AD&D coverage only (use one form for each coverage, if necessary)

Policyowner name and address (notify employer of any change in address)

Insured	Insured's employee ID or last four digits of Social Security number	
Insured's date of birth	Policyowner (if different than the insured)	Policyowner's telephone number

INSTRUCTIONS:

1. Print or type in the space below, the full name, address, relationship to the insured, and share % of each beneficiary to be named. If identifying a class of beneficiaries, such as children, identify each person currently included in that class.
2. **Sign and date the completed form.**
3. Return to Human Resource Department; HR please mail a copy of the Beneficiary form to ERISA (1200 San Pedro NE, Albuquerque, NM 87110-6726)

CHANGE BENEFICIARY REVOKING ALL PRIOR DESIGNATIONS

The primary and contingent beneficiary(ies) determines the order in which beneficiaries become eligible to receive death proceeds. Surviving beneficiaries in any category share equally with beneficiaries in the same category unless otherwise specified. Use of the word "Children", without modification, includes only your biological children of first generation and adopted children. For revocable designations, this signed beneficiary designation, when accepted by Minnesota Life, is the only form needed to elect or change a designation under this policy. No other documents are required.

Name beneficiaries by category. To receive death proceeds, a beneficiary must survive the insured. In the event a beneficiary does not survive the insured, that beneficiary's portion shall be equally distributed to the remaining beneficiaries within that category. In the event of simultaneous death of the insured and a beneficiary, the death proceeds will be paid as if the insured survived the beneficiary.

The same person cannot be named as a primary and a contingent beneficiary.

PRIMARY BENEFICIARY(IES) - The person or persons named will receive the proceeds

Beneficiary Full Name & Address	Relationship	Share % (for primary beneficiaries must total 100%)

Total = 100%

CONTINGENT BENEFICIARY(IES) - If the primary beneficiary(ies) is no longer living, the benefit is paid to this person(s)

Beneficiary Full Name & Address	Relationship	Share % (for contingent beneficiaries must total 100%)

Total = 100%

SIGNATURE REQUIRED

Policyowner's signature X	Date
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State of New Mexico Employee Enrollment/Change Form

Enrollment/Change forms must be completed electronically and to its entirety. No hand-written forms will be accepted or processed.

Section A: EMPLOYEE INFORMATION

SSN / ITIN	2. Employee (Last, First, M.I.)	3. Date of Birth	4. Sex <input type="checkbox"/> M <input type="checkbox"/> F	5. Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single
6. Mailing Address (Street)		City	County of physical residence	State
7. Home Phone		Work Phone	Cell Phone	Preferred Phone
8. State Agency Code	9. Hire Date	10. Effective Coverage/Change Date	11. Reason for Change	
				12. Annual Salary \$

Section B: MEDICAL

<input type="checkbox"/> Waiver of Medical/Pharmacy - An "X" in this box waives my enrollment in this benefit plan.	Single	Employee + Sp/Partner	Employee + Child/Children	Family
<input type="checkbox"/> Presbyterian Health Plan - HMO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Blue Cross Blue Shield of New Mexico - HMO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Blue Cross Blue Shield of New Mexico - PPO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section C: DENTAL

<input type="checkbox"/> Waiver of Dental - An "X" in this box waives my enrollment in this benefit plan.	Single	Employee + Sp/Partner	Employee + Child/Children	Family
<input type="checkbox"/> Enroll me in Delta Dental of New Mexico	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section D: VISION

<input type="checkbox"/> Waiver of Vision - An "X" in this box waives my enrollment in this benefit plan.	Single	Employee + Sp/Partner	Employee + Child/Children	Family
<input type="checkbox"/> Enroll me in Vision Service Plan (VSP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section E: LIFE

Enrollment in Basic Life, for State Employees, is automatic.

Additional (Supplemental) Life:
 Coverage is available up to 3X your annual salary - NOT to exceed \$400,000 for New Hires ONLY.
 Enrollment/increase (outside of New Hire) is available, not to exceed \$400,000; Evidence of Insurability (EOI) must be submitted:
http://www.standard.com/mybenefits/newmexico_rmd/evidence.html
 Supplemental Life (select level) SUP 1 SUP 2 SUP 3 SUP 4 SUP 5 No Supplemental Life Drop Current Supplemental Life
 May need Evidence of Insurability (EOI) form
 Dependent Life (Children do not require EOI. Spouse/DP : EOI form is required if enrollment in Dep Life is being elected outside of 31 days from the marriage/affidavit or new hire.)

Section F: DISABILITY (For Employee Only)

Waiver of Disability - An "X" in this box waives my enrollment in this benefit plan.
 Enroll me in Disability - Check with your HR Rep for Disability Guidelines

Section G: IF YOU MADE A SELECTION ABOVE, LIST ALL DEPENDENTS TO BE COVERED, INCLUDING YOUR SPOUSE or DOMESTIC PARTNER.

NOTE: New Hires/Qualifying Events: proof of dependency documentation, for dependents not previously covered under any benefit coverage, must be faxed to Erisa at (505) 244-6009 with the enrollment form

Indicate with an A (add), D (drop), C (continue coverage), NA (not applicable) for all names listed below.
 Relationship Codes: 1=Employee, 2=Spouse, 3=Son, 4=Daughter, 5=Domestic Partner, 6 =Domestic Partner Child

Med Pkg	Dental	Vision	Dis	Life/Dep Life	SSN / ITIN	Name (Last Name, First Name, MI)	Sex M or F	Rel. Code 1-6	Date of Birth
					Employee				
			X		Spouse/Domestic Partner				
			X		Dependent				
			X		Dependent				
			X		Dependent				
			X		Dependent				
			X		Dependent				
			X		Dependent				

Any person who knowingly and with intent to defraud any insurance company or other person files a statement containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime. Insurance Fraud will be prosecuted to the fullest extent of the law and will prohibit access to RMD Benefits in the future.
 I have had the opportunity to ask questions about my benefit options and my enrollment elections reflect my informed decisions.
 I understand that once I submit my enrollment information, including any waiver, I will have limited opportunities to change my enrollment elections other than during the open/switch enrollment in the fall of each year for benefit plan years starting each January 1st.
 I reviewed the information I provided in this enrollment before submitting and I confirm that the information accurately reflects my elections.
 I authorize premium deductions to be taken from my salary per NMSA § 10-7-5 to pay for the benefits I have elected. I understand those deductions shall be taken from my earnings on a pre-tax basis unless I submit the required POP waiver form.
 I understand that services will be available subject to exclusions, limitations, and conditions described in the summary plan descriptions (found on each carrier's website). I authorize any hospital, physician, dentist, or other health care provider to furnish, medical information regarding me and my dependents necessary to process claims. I authorize the carrier to coordinate benefits and/or reimbursements with other health or dental plans or insurance companies. I certify that the above information is correct to the best of my knowledge and belief.
 The State's Group Benefits Plan is required by Federal Law to maintain and protect the privacy of your health information and provide you with notice of its legal duties and privacy practices. The privacy notice is posted at https://www.mybenefitsnm.com/Documents/HIPAA_Privacy_Notice.PDF on the mybenefits.com website. If you have any questions regarding this notice or the privacy of your health information, please contact RMD at PO Box 6850, Santa Fe, NM 87502, or by telephone at 505-827-0450.

Signature _____ Submission Date _____

HIPAA Privacy Policies and Procedures

Privacy Policies and Procedures For **The Risk Management Division, General Services Department** **State of New Mexico**

Purpose

The purpose of these policies and procedures is to provide formal guidance to employees of the Risk Management Division (RMD) and Erisa Administrative Services, Inc. (Erisa) with regard to the receiving, handling, and disseminating of protected healthcare information (PHI) as it pertains to the administration of health plans.

The primary guiding factor behind these policies and procedures is to ensure that PHI is only used and disseminated appropriately. Specifically, that PHI be used only in the activities related to the administration of the health plans and NOT be disseminated such that the information may be used for other types of personnel decisions such as promotions, terminations, etc.

All policies and procedures of RMD and Erisa are public documents and are to be placed on permanent file with RMD and Erisa and made available upon request.

Scope

These guidelines apply to all RMD and Erisa Administrative Services, Inc. (Erisa) and/or employees engaged in health plan administration who, through the course of their normal duties, may come into contact with PHI.

PHI is defined by Federal Law to be individually identifiable health information transmitted or maintained by a covered entity, regardless of form. As this pertains to RMD and Erisa, PHI will be in the form of employee appeals regarding decisions made by our health plan vendors, or PHI from the vendors themselves. Not all appeals contained PHI, though.

These guidelines apply to benefit plan administrators but there are exceptions for worker's compensation or disability programs, are not subject to the same requirements.

Identification Of Affected Workforce Members

All employees, be they full or part-time, temporary or permanent, of the Employee Benefits Bureau (EBB) may come into contact with PHI and are, therefore, subject to these policies and procedures.

The Deputy Director of RMD, by means of his/her oversight of EBB, may come into contact with PHI and is, therefore, subject to these policies and procedures.

The Director of RMD, by means of his/her oversight of the Division, may come into contact with PHI related to health plan administration and is, therefore, subject to these policies and procedures.

The Cabinet Secretary of the General Services Department, by means of his/her oversight of the Department, may come into contact with PHI related to health plan administration and is, therefore, subject to these policies and procedures.

Any other employee of the State of New Mexico who comes into contact with PHI designated for the use of health plan administration is subject to these policies and procedures.

Acceptance of PHI

PHI, according to law, may be received in any form. This includes paper, emails, faxes, and conversationally (oral).

The source of PHI may only be (1) a plan member seeking assistance in obtaining payment from a health plan for a service or supply or (2) from a business associate assisting RMD in the guidelines. Any such business associates will have in place contractual requirements mandating compliance to the same HIPAA regulations.

Any actionable request must be received in a written format. In other words, if PHI is received orally, it must be followed up with written documentation for any action to be taken.

Upon acceptance, all material containing PHI will be documented in a central location and assigned to a specific individual for disposition.

Handling PHI

PHI, if provided by the member, may be used by the appropriate personnel to assist in making a payment determination.

PHI may not be used in any way to assist in making an eligibility determination. Eligibility requirements have been established without regard to an individual's health status.

Additional PHI may not be requested by RMD from any source other than the member.

Disseminating and/or Disclosure of PHI

PHI shall not be disseminated to other areas of State or Local Government except as provided in the following Exceptions paragraph.

PHI shall not be disseminated to entities outside of State or Local Government except as provided in the following Exceptions paragraph.

PHI shall only be disseminated beyond the assigned individual within RMD in order to facilitate health plan administration. Such dissemination shall only be with and limited to the minimum number of individuals necessary for plan administration.

No PHI shall be disseminated on a routine or recurring basis except as provided in the following Exceptions paragraph.

Members may request to view their own PHI. As outlined, PHI will only be on file at RMD if sent by the member. PHI will only be provided after due diligence is applied to determine requestor's identity. All other requests for PHI will be denied except as provided in the following Exceptions paragraph.

Exceptions to PHI Dissemination and/or Disclosure

PHI may be disseminated without member consent in the following circumstances:

To facilitate payment with a health plan: If an appeal is received and it is clear that information is received by RMD which was not available to the determining health plan, this information may be disseminated to the health plan for their review and possible payment of denied services. If, after review of an appeal, RMD determines that a service or product should be paid for by the plan, PHI should not be disseminated to the health plan. Once in health plan possession, PHI is subject to published health plan privacy guidelines.

During a health emergency or when you are incapacitated, we will use our professional judgment to decide if sharing your health information is in your best interest.

We will disseminate PHI when required by federal, state or local law.

If law enforcement officials ask, PHI may be disseminated under the following circumstances: to identify or locate a fugitive or missing person, to disclose information about a death RMD believes may be the result of a crime, to disclose information RMD believes may be related to a crime on State of New Mexico property, or as required by a court order, subpoena, warrant, summons or other legal request.

PHI may be disclosed if such disclosure would prevent or lessen a serious and immediate threat to the health or safety of any person or the general public.

PHI may be disclosed with federal officials for national security purposes as authorized by law.

PHI may be disclosed as required by worker's compensation laws.

PHI may be disclosed to the Secretary of the U.S. Department of Health and Human Services (HHS) when HHS requests the health information to determine if we are following privacy law.

Providing Notice of Privacy Practices

Notice of privacy practices shall be communicated to all State Employees upon implementation.

Notice of privacy practices shall include all employee rights afforded under these policies and procedures.

Notice of privacy practices shall be communicated no less than annually thereafter.

Employee Notice of Privacy Practices (must be read & signed by employee upon hire)

Risk Management Division – Employee

Notice of Privacy Practices

Many people are worried today about how their personal health information is being used – and with very good reason. Information about your health is a very personal thing and its improper use can leave one feeling violated and victimized. The Risk Management Division (RMD) and Erisa Administrative Services, Inc. (Erisa), are equally concerned. This notice details how your medical information may be used and disclosed as well as how you can gain access to this information.

RMD and Erisa are required by federal law to maintain and protect the privacy of your health information and provide you with notice of its legal duties and privacy practices. If you have any questions regarding this notice or the privacy of your health information, please contact RMD/Erisa at PO Box 6850, Santa Fe, NM 87502-0110, or by telephone at 1-855-618-1800.

When Your Health Information Can Be Used or Disclosed by RMD and Erisa Administrative Services, Inc. (Erisa)

RMD and Erisa have always been aware of the sensitivity of protected (or personal) health information (PHI). As such, RMD/Erisa has limited the amount of PHI it receives in its facilities. In addition, RMD/Erisa has ensured that each of its business associates (i.e. health plans) has committed to the same stringent privacy guidelines in dealing with your PHI.

The following categories describe the ways that RMD and Erisa may use and disclose your PHI.

1. Payment Functions – RMD and Erisa may use or disclose your PHI to facilitate payment for the treatment and services you receive. For example, if you send PHI to RMD as part of an appeal of a health plan decision, RMD may share that PHI with the health plan in order to facilitate the payment of the charges should they be determined to be covered under your plan.
2. Health Care Operations – RMD and Erisa may use or disclose your PHI in order to conduct insurance-related activities. These activities include, but are not limited to, premium ratings, quality assurance processes (audits), fraud and abuse detection and investigation.
3. Legal Requirements / Law Enforcement – RMD and Erisa may use or disclose your PHI, as required by law, in compliance with a court order or subpoena.
4. Public Health / Public Safety – RMD and Erisa may use your PHI to prevent or lessen a serious and immediate threat to the health or safety of any person or the general public.
5. Health Oversight Activities – Your PHI may be disclosed to health oversight agencies, such as the New Mexico Department of Insurance (DOI), during the course of audits, investigations, inspections or other proceedings related to the oversight of the health care system.

6. Coroners, Medical Examiners and Funeral Directors – RMD and Erisa may disclose your PHI to coroners, medical examiners and funeral directors.
7. Organ and Tissue Donation – RMD and Erisa may disclose your PHI to organizations involved in procuring, banking or transplanting organs and tissues, as necessary.
8. National Security – RMD and Erisa may disclose your PHI for military, national security, prisoner, and government benefits purposes.
9. Worker’s Compensation – RMD and Erisa may disclose your PHI, as necessary, to comply with worker’s compensation or similar laws.
10. Marketing – RMD and Erisa may use your PHI in order to contact you about health-related benefits and services that may be of interest to you.

When Your Health Information Cannot Be Used or Disclosed by RMD or Erisa

RMD and Erisa Administrative Services, Inc.(Erisa) may not use or disclose your health information without your written authorization, except as designated above in this notice. If you authorize the use PHI by RMD/Erisa for another purpose, you may revoke your authorization in writing at any time. This revocation, however, cannot undo any disclosures that were already made with your permission.

Your Rights Regarding Your Health Information

1. Right to Request Restrictions – You have the right to request restrictions on the way your PHI is used and disclosed in certain situations. RMD and Erisa are not required to agree to the restrictions but will apply them where prudent and reasonable. If you would like to make a request for restrictions, you must do so in writing to RMD at PO Box 6850, Santa Fe, NM 87502-0110.
2. Right to Request Confidential Communications – You have the right to receive your PHI through a reasonable alternative means or at an alternative location for confidentiality purposes. Be sure to include your “alternative location” request in writing to RMD at PO Box 6850, Santa Fe, NM 87502-0110. We are not required to agree to all such requests.
3. Right to Inspect and Copy – You have the right to inspect and copy your PHI that may be used to make decisions about your plan benefits. To inspect and copy such information, you must submit your request in writing to RMD at PO Box 6850, Santa Fe, NM 87502-0110. We may charge you a reasonable fee to cover expenses associated with your request.
4. Right to Request Amendment – You have the right to request that RMD and Erisa amend your PHI that you believe is incorrect or incomplete. Upon review, should RMD/Erisa deny your requested amendment, you will be provided with information about the denial and how it may be appealed. To request an amendment, please do so in writing to RMD at PO Box 6850, Santa Fe, NM 87502-0110.
5. Right to Know to Whom Your PHI Has Been Disclosed – You have a right to receive a list or “accounting of disclosures” of your PHI, with the exception of disclosures made for



ADMINISTRATIVE SERVICES DIVISION
(505) 827-0620

BUILDING SERVICES DIVISION
(505) 827-2349

PROPERTY CONTROL DIVISION
(505)827-2141

PURCHASING DIVISION
(505) 827-0742

RISK MANAGEMENT DIVISION
(505) 827-0442

STATE PRINTING & GRAPHIC SERVICES
BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 476-1902

SUSANA MARTÍNEZ
GOVERNOR

ED BURCKLE
CABINET SECRETARY
GENERAL SERVICES DEPARTMENT

A.J. FORTE
DIRECTOR
RISK MANAGEMENT DIVISION

State of New Mexico
General Services Department

AFFIDAVIT OF DOMESTIC PARTNERSHIP

As required by Executive Order 2003-010, this affidavit must be used to apply for domestic partner benefits and must be filed with the state employee's human resources office.

A. DECLARATION OF DOMESTIC PARTNERSHIP

I, _____, declare that I am in a domestic partnership with
(Print State Employee's Name)

_____. Further, we declare that:
(Print Domestic Partner's Name)

1. We are in an exclusive and committed relationship for the benefit of each other, and our relationship is the same as, or similar to, a marriage relationship in the State of New Mexico.
2. We share and have shared together for 12 or more consecutive months a common, primary residence.
3. We are jointly responsible for each other's common welfare and we share financial obligations.
4. Neither of us is married or a member of another domestic partnership; nor have either of us been so during the past 12 months.
5. We are both at least 18 years of age.
6. We are both legally competent to sign this Affidavit of Domestic Partnership.
7. We are not related by blood to a degree of closeness that would prevent us from being married to each other in the State of New Mexico.

B. BENEFITS FOR THE ELIGIBLE DEPENDENTS CHILDREN OF THE DOMESTIC PARTNER

Domestic partner benefits are also available to the domestic partner's children, provided, however, that the child is primarily dependent upon the employee or domestic partner for support and is an eligible dependent child because:

1. Either of the domestic partners is the biological parent of the child;
2. Either or both partners are adoptive parents of the child; or
3. The child has been placed in the Domestic Partners' household as part of an adoptive placement, legal guardianship, or by court order (excludes foster children).

We declare that the following named individual(s) is/are eligible dependent child(ren):

(For each Eligible Dependent Child, list the child's name and describe the relationship to the Domestic Partner)

C. EXCLUSIONS

Except for the eligible individuals named in Section B above, the following persons are not covered by Domestic Partner benefits and are not considered eligible dependents: parents, foster children, mere roommates, and other relatives who are related to the state employee to such a degree of closeness that marriage would be prohibited in the State of New Mexico.

PHYSICAL ADDRESS: JOSEPH MONTOYA BUILDING, 1100 S ST. FRANCIS DRIVE, ROOM 2073, SANTA FE, NEW MEXICO 87505

MAILING ADDRESS: PO Box 6850, SANTA FE, NEW MEXICO 87502-6850

D. ACKNOWLEDGMENTS

- 1. By signing this Affidavit of Domestic Partnership, we agree to notify the human resources office at the state employee’s job in writing within 31 days (a) of any change in our status as domestic partners when any of the items in the Declaration of Domestic Partnership (paragraph, A above) no longer apply, (b) because we wish to terminate our domestic partnership (termination notice must be done using the Risk Management Division form “Affidavit of Termination of Domestic Partnership”), or (c) in the event a dependent ceases to meet the eligibility requirements for benefit coverage.
- 2. We understand that the value of insurance benefits provided to the domestic partner is considered by the federal Internal Revenue Service as taxable income to the employee, that the value thereof is subject to social security and federal income tax withholding, and that current state tax laws require state income tax withholding as well.
- 3. We understand that the State of New Mexico will pay its portion of the premium on the domestic partner’s and dependent benefits, if any, in the same proportion as is paid for similar benefit premium portions paid for spouses and dependents of married persons covered by the state employee’s benefits program, and that the state employee is required to pay their portion of the premium on the domestic partner’s and dependent benefits, if any, in the same proportion as is required for similar benefit premium portions that married state employees pay for spouses and dependents.
- 4. We acknowledge that we are hereby advised to seek competent legal advice about present and future financial obligations we may be undertaking before we sign this Affidavit of Domestic Partnership.
- 5. We understand that at any time we may be requested in writing by the Risk Management Division Director to provide reasonable written proof that we are jointly responsible for the common welfare of each other, that we share financial obligations, and/or to show that the named dependents, if any, are eligible for benefits coverage, and that if we fail to provide such requested proof, then the domestic partner or dependent benefits can be denied or terminated.
- 6. WE UNDERSTAND THAT ANY MISREPRESENTATION OF FACT MADE IN THIS AFFIDAVIT OF DOMESTIC PARTNERSHIP MAY RESULT IN LOSS OF BENEFITS AND/OR DISCIPLINARY ACTION, AND THAT AS A RESULT OF SUCH MISREPRESENTATION THE STATE EMPLOYEE MAY BE REQUIRED TO REIMBURSE THE STATE OF NEW MEXICO FOR ANY COST FOR PROVIDING BENEFIT COVERAGE OR FOR PROVIDING THE ACTUAL BENEFITS, SUCH COSTS INCLUDING, AMONG OTHER THINGS, ATTORNEY’S FEES.

E. NOTARIZATION

We affirm, under penalty of perjury, that the assertions in this Affidavit of Domestic Partnership are true and correct. (*Both partners must sign this legal document in the presence of a Notary Public.*)

Signature of State Employee (Print State Employee’s Name)

Signature of Domestic Partner (Print Domestic Partner’s Name)

Common Residence Address City State Zip Code

Mailing Address City State Zip Code

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)
(County Name)

SUBSCRIBED AND SWORN to this _____ day of _____ 20____, by
_____, an employee of the State of New Mexico, and
(Print State Employee’s Name)
_____, the State Employee’s Domestic Partner.
(Print Domestic Partner’s Name)

My Commission Expires: _____
Notary Public

STATE OF NEW MEXICO ENROLLMENT FORM
HEALTHCARE AND/OR DEPENDENT CARE FLEXIBLE SPENDING BENEFITS
ADMINISTERED BY COMPUSYS/ERISA

GENERAL INFORMATION:

Please Print – Your name must match your legal name as reflected on your paycheck.

Employee Name: _____ Male/Female: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Employer: _____ Branch/Agency Number _____

E-mail address: _____

Social Security Number: _____ Date of Birth (MM/DD/YYYY): _____

*Date of Hire (MM/DD/YYYY): _____ Employee ID _____

Health Care FSA

- The Health Care FSA can be used to reimburse your out-of-pocket responsibility for medical, dental, vision care, and prescription expenses for the employee and eligible dependents.
- If you are enrolled in the Health Savings Account (HSA), you are not eligible to participate in the Health Care FSA.

Dependent Care FSA

- The Dependent Care FSA can be used to reimburse your out-of-pocket expenses to dependent care providers who provide services to your dependent children or disabled dependents in order to allow you to work.

	Per Pay Period	# Pay Periods	=	Annual Election
Health Care: The minimum annual election per participant is \$130.00, the maximum annual election is \$2500.00	\$ _____	x _____	=	\$ _____
Dependent care: \$5000 annual household maximum election	\$ _____	x _____	=	\$ _____

Enrollment in both categories in this section will terminate at the end of each calendar year, unless you re-enroll for the following year.

AUTHORIZATION & ACKNOWLEDGEMENT:

I hereby authorize and direct my employer to reduce my salary in the amount necessary to pay for the coverage shown above in accordance with the State of New Mexico Flexible Spending Plan, Section 125. Such reductions, considered as elective contributions under the plan, shall commence within the payroll cycle in which this election is received by my payroll center.

Once elected Flexible Spending benefits can only be modified or revoked if you undergo a Qualifying Event. Please see your HR representative for details on eligible Qualifying Events.

I understand that after the Grace Period, any unused money may not be refunded, nor may it be carried over to subsequent periods in accordance with current plan provisions and tax laws.

I understand, that if requested, I must submit documentation to substantiate claims and/or debit card charges. I certify that I will only submit claims for reimbursement under the Flexible Spending Account for eligible expenses incurred by myself and/or eligible dependents in accordance with the terms of the Flexible Spending plan.

Date _____ Employee Signature _____

*If you are a new hire, your election in the plan is not immediate. Once you've submitted your enrollment form, please contact Erisa to determine when your deductions will begin.

Please return this form to: Erisa Administrative Services, Inc.
1200 San Pedro NE
Albuquerque, NM 87110-6726
Phone: (505) 244-6000, Toll Free (855) 618-1800
Fax: (505) 244-6009
Email: sonm@easitpa.com



STATE OF NEW MEXICO ENROLLMENT FORM TRANSPORTATION (COMMUTING) BENEFITS ADMINISTERED BY COMPUSYS/ERISA

GENERAL INFORMATION:

Please Print – Your name must match your legal name as reflected on your paycheck.

Employee Name: _____ Male/Female _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Name of Employer _____ Branch/Department: _____

E-mail address: _____

Social Security Number: _____ Date of Birth (MM/DD/YYYY) _____

Date of Hire (MM/DD/YYYY): _____

Qualified Transportation benefits include:

- Commuter transportation in a commuter highway vehicle
- Transit passes
- Qualified parking

	Per Pay Period	# Pay Periods	=	Annual Election
Commuter highway vehicle/ Transit pass (\$245 per month limit)	\$ _____	x _____	=	\$ _____
Qualified parking (\$245 per month limit)	\$ _____	x _____	=	\$ _____

The combined benefit maximum is \$490 per month. If you elect both the commuter/transit benefit and the parking benefit, the money cannot co-mingle. However, any unused portion may be carried over to subsequent periods as long as the amount expended doesn't exceed annual limits.

AUTHORIZATION & ACKNOWLEDGEMENT:

I understand that if I choose to revoke my participation in the plan it cannot be effective during the current pay period, it must be for a subsequent pay period.

I understand that any unused money may not be refunded; however, the unused portion may be carried over to subsequent periods as long as the amount expended doesn't exceed annual limits.

I understand that if requested I must submit a claim and/or appropriate documentation for out-of-pocket Qualified Transportation expenses before I can be reimbursed. I certify that I will only submit claims for reimbursement under the Qualified Transportation Fringe benefit plan for eligible expenses incurred by myself, in accordance with the terms of the Qualified Transportation Fringe benefit plan.

Date _____ Employee Signature _____

Please return this form to:
CompuSys/Erisa: Attention NM Flex
13706 Research Blvd, Ste. 308
Austin, TX 78750
Email: nmflex@cserisa.com
Fax: 1-512-597-4692





Maximize your income with a healthcare FSA

What is a Healthcare FSA?

A flexible spending account is an employer-sponsored benefit that allows you to pay for eligible medical expenses on a pre-tax basis. If you expect to incur medical expenses that won't be reimbursed by another plan, FSAs are a great way to save money while covering those costs.

How Does It Benefit Me?

An FSA saves you money. The contributions you make to an FSA are deducted from your pay before your federal, FICA and state taxes are calculated and are never reported to the IRS. The end result is that you decrease your taxable income and increase your spendable income. You can save hundreds.

Federal Tax Rate	Annual FSA Contribution	Annual Tax Savings*
15%	\$1,500	\$340
15%	\$2,500	\$566
25%	\$1,500	\$490
25%	\$2,500	\$816
33%	\$1,500	\$610
33%	\$2,500	\$1,016

*For illustrative purposes only. Based on a 7.65% FICA. Your tax situation may be different. Consult a tax advisor.



CompuSys/Erisa Group Inc.
13706 Research Blvd. Suite 308
Austin, TX 78750
800-933-7472



Save on predictable healthcare expenses.

How a Healthcare FSA Works

You will need to determine an annual election amount to set aside into your flexible spending account. This annual election amount will be deducted evenly out of each pay check on a pre-tax basis and put into your FSA. You can then use the pre-tax dollars to pay for eligible expenses.



A big perk to an FSA is that it is pre-funded, meaning that you will have access to your full annual election amount at the very beginning of the plan year, regardless of the amount contributed to date. That is like having a tax-free, interest-free loan to help you pay for healthcare expenses. So go ahead and schedule that laser eye surgery in January!

Be sure to only allocate dollars for predictable healthcare expenses. Any unused funds at the end of the plan year are forfeited, also called the use-it-or-lose-it provision. Changes to the annual election amount are only permitted due to a change of status such as marriage or birth of a child.

Flexible spending accounts reduce your taxable income by setting aside pre-tax dollars to pay for eligible healthcare expenses.



Who's Covered

An FSA covers eligible expenses for you and all of your dependents, even if they are not covered under your primary health plan.

What's Covered

For a complete list of eligible expenses see IRS Publication 502: Medical and Dental Expenses. Examples of eligible expenses:

- ▶ Acne Treatments**
- ▶ Allergy Medicine**
- ▶ Antacids**
- ▶ Bandages
- ▶ Chiropractic Care
- ▶ Cold Medicine**
- ▶ Condoms
- ▶ Contact Lenses & Cleaners
- ▶ Copays, Co-Insurance & Deductibles
- ▶ Dental Care
- ▶ Diabetic Supplies
- ▶ Eyeglasses
- ▶ Hearing aids
- ▶ Laser Eye Surgery
- ▶ Orthodontia
- ▶ Pain Relievers**
- ▶ Pregnancy Tests
- ▶ Prescription Drugs
- ▶ Smoking Cessation Programs**
- ▶ Sunscreen

**Over-the-counter (OTC) drugs and medicines (except insulin) are only eligible for reimbursement when prescribed by a physician.



Benefits Debit Card

Spending your FSA funds on eligible expenses has never been easier. The card allows you to avoid out-of-pocket expenses, cumbersome paperwork and reimbursement delays. One card can manage multiple account types, such as a dependent care FSA, health savings account, or commuter account.



Online Access

Advantages of an FSA

- ▶ Increase your spendable income by reducing your taxable gross income
- ▶ Budget for planned healthcare expenses
- ▶ No waiting for reimbursement when you use your benefits debit card



Employee FAQ: Flexible Spending Accounts

What is an FSA?

A healthcare flexible spending account (FSA) is an employer-sponsored benefit that allows you to set aside pre-tax dollars into an account to be used for eligible medical expenses.

Why should I participate in an FSA?

Contributions to the FSA are deducted from your paycheck on a pre-tax basis, reducing your taxable income. You can increase your spendable income by an average of 30% of your annual contribution with the tax savings.

How do I contribute money to my FSA?

Your annual election will be divided by the number of pay periods in your plan year. This amount will be deducted from your paycheck before taxes are assessed.

Who is eligible under an FSA?

An FSA covers eligible expenses for you and all of your dependents, even if they are not covered under your primary health plan.

What expenses are eligible for reimbursement?

Health plan co-pays, deductibles, co-insurance, eyeglasses, dental care, and certain medical supplies are covered. The IRS provides specific guidance regarding eligible expenses. (See IRS Publication 502).

How do I determine the date my expenses were incurred?

Expenses are incurred at the time the medical care was provided, not when you are invoiced or pay the bill.

How do I get the funds out of my FSA?

If you have a benefits debit card, simply swipe it at the register. Otherwise, just file a claim including the receipt documenting the type, amount and date. Once approved, your reimbursement check will be mailed or deposited into your bank account.

What happens if I don't spend all of my FSA by the end of the plan year?

Be sure to only allocate dollars for predictable medical expenses. Any unused funds at the end of the plan year are forfeited, also called the use-it-or-lose-it rule.

How soon can I start spending my FSA funds?

With a healthcare FSA, your entire annual election amount is available on the first day of the plan year even though you have not yet contributed that amount.

Can I change my election amount mid-year?

Elections can only be altered if you experience a change in status as defined by IRS regulations, such as marriage, divorce, birth, or death in your immediate family.

What happens to my FSA if my employment is terminated?

Participation in your FSA is also terminated. This means that only expenses that were incurred prior to your termination date are eligible for reimbursement.

What is the deadline for submitting claims?

You can submit claims for reimbursement at any time during the same plan year that you incur the expense. You may also have a grace period at the end of the plan year. Check the summary plan document your employer provided.

Can I still deduct healthcare expenses on my tax return?

Yes, but not the same expenses for which you have already been reimbursed from your FSA.

Are over-the-counter (OTC) medications eligible for reimbursement?

Yes. OTC medications are eligible with a doctor's prescription. You will need to submit a claim with the receipt for the OTC medicine along with the prescription from your doctor that includes the diagnosis and course of treatment to receive reimbursement.

What is a Letter of Medical Necessity?

The IRS mandates that eligible expenses be primarily for the diagnosis, treatment or prevention of disease or for treatment of conditions affecting any functional part of the body. For example, vitamins are not typically covered because they are used for general wellness, but your doctor may prescribe a vitamin to treat your medical condition. The vitamin would then be eligible if your doctor verified the necessity in treatment.

For more information, please call 800-933-7472.



POP Will Save You Money

POP is the State's PREMIUM ONLY PLAN. This is an IRS program that allows State employees to have their health, dental, and vision insurance premiums removed from their pay BEFORE TAXES are calculated and deducted.

Reducing taxable income INCREASES NET TAKE HOME PAY! This is how POP saves you money; it's that simple.

To simplify the process you will be automatically enrolled unless you return a waiver form rejecting this benefit.

For more information on how POP works, please review this section or contact your agency Group Representative.

WHO IS ELIGIBLE TO PARTICIPATE?

All State employees who are enrolled in any of the State group medical, dental, and/or vision plans will be enrolled in the Premium Only Plan (unless waived). New employees become eligible when their insurance becomes effective.

HOW DO I ENROLL?

If you wish to participate or continue to participate, do nothing: you will be automatically enrolled. If you do not want to participate in the POP program, please see your agency Group Representative or H.R. office. An employee letter indicating the POP election is not wanted is required.

HOW DOES THE PLAN WORK?

With this plan, the eligible premiums are deducted before any tax or Social Security (FICA) deductions are made. The health, dental, and vision coverage is paid for with "pre-tax dollars." The income reported on your annual W-2 form is reduced by the amount of the insurance premiums and the taxable income is therefore lower. This is permitted under special sections of the Internal Revenue Code.

IF I WAIVE COVERAGE CAN I ENROLL LATER?

Not until the next annual POP enrollment period. Late enrollments are not permitted under IRS regulations.

AS I PARTICIPATE IN POP, CAN I USE MY MEDICAL, DENTAL AND /OR VISION PREMIUMS AS A DEDUCTION ON MY INDIVIDUAL INCOME TAXES?

No. You will already have received your tax savings by participating in this plan.

WHEN WILL THE EFFECT OF POP SHOW UP ON MY PAYCHECK?

Your pre-tax premium payment will appear on the 1st or 2nd paycheck in July. New employees will see the effects of the program when the first premium for medical, dental and/or vision insurance is deducted from the paycheck.



POP Will Save You Money cont'd

CAN I HAVE JUST PART OF MY PREMIUM PAID THROUGH H POP?

No. Only your full eligible premiums can be paid through this plan.

WHAT EFFECT WILL POP HAVE ON MY RETIREMENT BENEFITS?

None. PERA will continue to be calculated on original gross salary before the reduction for premium payment.

WHEN CAN I CHANGE MY POP ENROLLMENT?

Within 31 days after your family status has changed, this includes marriage, divorce, birth of a child, the death of your spouse or a dependent, your spouse's ending or beginning employment, when you or your spouse switch from part-time to full-time employment or full-time to part-time, or when you or your spouse take an unpaid leave of absence which impacts your medical, dental, and/or vision enrollment.

WHAT IF I WANT TO CHANGE OR DISCONTINUE MY INSURANCE COVERAGE DURING THE YEAR AND HAVE NOT HAD A CHANGE IN FAMILY STATUS?

According to IRS guidelines, once you are enrolled in POP you may not change your deduction until the end of the POP plan year.

WITH POP, INSURANCE PREMIUMS ARE DEDUCTED FROM YOUR PAYCHECK BEFORE TAXES ARE DEDUCTED. THE RESULT IS A SMALLER TAX BITE AND MORE MONEY IN YOUR POCKET. IT'S THAT EASY!

WHAT'S THE CATCH?

There really is no "catch." The State's POP is a fully legal form of "Cafeteria Plan," a mechanism for offering group benefit plans which is regulated by Section 125 of the Internal Revenue Code. There are three situations why POP may not be advantageous:

- A lower FICA base may affect your Social Security retirement benefit **slightly** depending on how far in the future retirement begins. Because your Social Security base is reduced, the final average used in determining your Social Security pension may be affected. However the impact on Social Security Benefits described above is so minimal that POP should be beneficial to nearly 100% of State employees.
- Current tax laws allow employees who itemize deductions to deduct insurance premiums on their federal income tax forms. However, medical expenses - including insurance premiums - are deductible only if out-of-pocket medical expenses for the year exceed 7.5% of income. Therefore, very few people are able to take this IRS deduction, so POP is generally more advantageous. If you participate in POP, you will not be able to deduct insurance premiums.
- There are rules for tax credits for people with young children covered by employee paid health plans, which make it advantageous to pay premiums with post-tax dollars. This tax credit is not as beneficial to many people when compared to the exclusion from income offered by POP. These rules, however, are complex and you should consult your tax advisor if this might apply to you.

Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, AOC Director
Lynette Paulman-Rodriguez, HR Director



237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505)827-4773
(505)8278091 (fax)
aoclpr@nmcourts.gov

State of New Mexico Premium Only Plan (POP)

Waiver Form

Employee Name (please print): _____

Employee ID Number: _____

Social Security Number: _____

Division/Magistrate Court: _____

Return only if you do not wish to participate

NO

I do not wish to take advantage of the State's Premium Only Plan, even though I may be enrolled in group medical, dental and/or vision plan(s). I understand by signing this "waiver" my benefits will be deducted from my pay as an after-tax deduction. I further understand that if I reject enrollment, I may not enroll until the next enrollment period or have a qualifying event.

Enrollee Signature: _____

Date: _____

JULY 1, 2015 - JUNE 30, 2016
STATE OF NEW MEXICO
BI-WEEKLY CONTRIBUTION SCHEDULE

		EMPLOYEE ONLY COVERAGE					
		Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
GROSS RATE		Employee	State	Employee	State	Employee	State
		20%	80%	30%	70%	40%	60%
Admin. Fee	\$ 0.60	\$ 0.12	\$ 0.48	\$ 0.18	\$ 0.42	\$ 0.24	\$ 0.36
Presbyterian - HMO	\$ 222.61	\$ 44.52	\$ 178.09	\$ 66.78	\$ 155.83	\$ 89.05	\$ 133.57
BCBS - HMO	\$ 222.61	\$ 44.52	\$ 178.09	\$ 66.78	\$ 155.83	\$ 89.05	\$ 133.57
BCBS - PPO	\$ 258.90	\$ 51.78	\$ 207.12	\$ 77.67	\$ 181.23	\$ 103.56	\$ 155.34
Delta Dental	\$ 13.39	\$ 2.68	\$ 10.71	\$ 4.02	\$ 9.37	\$ 5.36	\$ 8.03
Basic Life	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94
Disability	\$ 4.34	\$ 4.34	\$ -	\$ 4.34	\$ -	\$ 4.34	\$ -
Vision Service Plan	\$ 2.48	\$ 0.50	\$ 1.98	\$ 0.74	\$ 1.74	\$ 0.99	\$ 1.49

		EMPLOYEE PLUS SPOUSE COVERAGE					
		Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
GROSS RATE		Employee	State	Employee	State	Employee	State
		20%	80%	30%	70%	40%	60%
Admin. Fee	\$ 0.60	\$ 0.12	\$ 0.48	\$ 0.18	\$ 0.42	\$ 0.24	\$ 0.36
Presbyterian - HMO	\$ 500.88	\$ 100.18	\$ 400.70	\$ 150.26	\$ 350.62	\$ 200.35	\$ 300.53
BCBS - HMO	\$ 500.88	\$ 100.18	\$ 400.70	\$ 150.26	\$ 350.62	\$ 200.35	\$ 300.53
BCBS - PPO	\$ 582.56	\$ 116.51	\$ 466.05	\$ 174.77	\$ 407.79	\$ 233.02	\$ 349.53
Delta Dental	\$ 26.77	\$ 5.35	\$ 21.42	\$ 8.03	\$ 18.74	\$ 10.71	\$ 16.06
Basic Life	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94
Disability	\$ 4.34	\$ 4.34	\$ -	\$ 4.34	\$ -	\$ 4.34	\$ -
Dependent Life	\$ 1.08	\$ 0.22	\$ 0.86	\$ 0.32	\$ 0.76	\$ 0.43	\$ 0.65
Vision Service Plan	\$ 4.68	\$ 0.94	\$ 3.74	\$ 1.40	\$ 3.28	\$ 1.87	\$ 2.81

		EMPLOYEE PLUS CHILD/CHILDREN COVERAGE					
		Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
GROSS RATE		Employee	State	Employee	State	Employee	State
		20%	80%	30%	70%	40%	60%
Admin. Fee	\$ 0.60	\$ 0.12	\$ 0.48	\$ 0.18	\$ 0.42	\$ 0.24	\$ 0.36
Presbyterian - HMO	\$ 400.70	\$ 80.14	\$ 320.56	\$ 120.21	\$ 280.49	\$ 160.28	\$ 240.42
BCBS - HMO	\$ 400.70	\$ 80.14	\$ 320.56	\$ 120.21	\$ 280.49	\$ 160.28	\$ 240.42
BCBS - PPO	\$ 466.02	\$ 93.20	\$ 372.82	\$ 139.81	\$ 326.22	\$ 186.41	\$ 279.61
Delta Dental	\$ 30.80	\$ 6.16	\$ 24.64	\$ 9.24	\$ 21.56	\$ 12.32	\$ 18.48
Basic Life	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94
Disability	\$ 4.34	\$ 4.34	\$ -	\$ 4.34	\$ -	\$ 4.34	\$ -
Dependent Life	\$ 1.08	\$ 0.22	\$ 0.86	\$ 0.32	\$ 0.76	\$ 0.43	\$ 0.65
Vision Service Plan	\$ 5.45	\$ 1.09	\$ 4.36	\$ 1.64	\$ 3.82	\$ 2.18	\$ 3.27

		FAMILY COVERAGE					
		Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
GROSS RATE		Employee	State	Employee	State	Employee	State
		20%	80%	30%	70%	40%	60%
Admin. Fee	\$ 0.60	\$ 0.12	\$ 0.48	\$ 0.18	\$ 0.42	\$ 0.24	\$ 0.36
Presbyterian - HMO	\$ 656.71	\$ 131.34	\$ 525.37	\$ 197.01	\$ 459.70	\$ 262.68	\$ 394.02
BCBS - HMO	\$ 656.71	\$ 131.34	\$ 525.37	\$ 197.01	\$ 459.70	\$ 262.68	\$ 394.02
BCBS - PPO	\$ 763.79	\$ 152.76	\$ 611.03	\$ 229.14	\$ 534.65	\$ 305.51	\$ 458.27
Delta Dental	\$ 40.16	\$ 8.03	\$ 32.13	\$ 12.05	\$ 28.11	\$ 16.06	\$ 24.10
Basic Life	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94
Disability	\$ 4.34	\$ 4.34	\$ -	\$ 4.34	\$ -	\$ 4.34	\$ -
Dependent Life	\$ 1.08	\$ 0.22	\$ 0.86	\$ 0.32	\$ 0.76	\$ 0.43	\$ 0.65
Vision Service Plan	\$ 6.90	\$ 1.38	\$ 5.52	\$ 2.07	\$ 4.83	\$ 2.76	\$ 4.14

JULY 1, 2015 - JUNE 30, 2016
STATE OF NEW MEXICO
BI-WEEKLY CONTRIBUTION SCHEDULE

EMPLOYEE ONLY COVERAGE							
	GROSS RATE	Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
		Employee	State	Employee	State	Employee	State
		<u>20%</u>	<u>80%</u>	<u>30%</u>	<u>70%</u>	<u>40%</u>	<u>60%</u>
Presbyterian - HMO	\$ 222.61	\$ 44.52	\$ 178.09	\$ 66.78	\$ 155.83	\$ 89.05	\$ 133.57
BCBS - HMO	\$ 222.61	\$ 44.52	\$ 178.09	\$ 66.78	\$ 155.83	\$ 89.05	\$ 133.57
BCBS - PPO	\$ 258.90	\$ 51.78	\$ 207.12	\$ 77.67	\$ 181.23	\$ 103.56	\$ 155.34
Delta Dental	\$ 13.39	\$ 2.68	\$ 10.71	\$ 4.02	\$ 9.37	\$ 5.36	\$ 8.03
Vision Service Plan	\$ 2.48	\$ 0.50	\$ 1.98	\$ 0.74	\$ 1.74	\$ 0.99	\$ 1.49

EMPLOYEE PLUS SPOUSE COVERAGE							
	GROSS RATE	Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
		Employee	State	Employee	State	Employee	State
		<u>20%</u>	<u>80%</u>	<u>30%</u>	<u>70%</u>	<u>40%</u>	<u>60%</u>
Presbyterian - HMO	\$ 500.88	\$ 100.18	\$ 400.70	\$ 150.26	\$ 350.62	\$ 200.35	\$ 300.53
BCBS - HMO	\$ 500.88	\$ 100.18	\$ 400.70	\$ 150.26	\$ 350.62	\$ 200.35	\$ 300.53
BCBS - PPO	\$ 582.56	\$ 116.51	\$ 466.05	\$ 174.77	\$ 407.79	\$ 233.02	\$ 349.53
Delta Dental	\$ 26.77	\$ 5.35	\$ 21.42	\$ 8.03	\$ 18.74	\$ 10.71	\$ 16.06
Vision Service Plan	\$ 4.68	\$ 0.94	\$ 3.74	\$ 1.40	\$ 3.28	\$ 1.87	\$ 2.81

EMPLOYEE PLUS DOMESTIC PARTNER (EMPLOYEE + SPOUSE)										
	GROSS RATE	Salary Less than \$50k			Salary \$50K to \$59,999K			Salary \$60K and Over		
		EE Pre	EE After	State	EE Pre	EE After	State	EE Pre	EE After	State
		<u>20%</u>		<u>80%</u>	<u>30%</u>		<u>70%</u>	<u>40%</u>		<u>60%</u>
Presbyterian - HMO	\$ 500.88	\$ 44.52	\$ 55.65	\$ 400.70	\$ 66.78	\$ 83.48	\$ 350.62	\$ 89.05	\$ 111.31	\$ 300.53
BCBS - HMO	\$ 500.88	\$ 44.52	\$ 55.65	\$ 400.70	\$ 66.78	\$ 83.48	\$ 350.62	\$ 89.05	\$ 111.31	\$ 300.53
BCBS - PPO	\$ 582.56	\$ 51.78	\$ 64.73	\$ 466.05	\$ 77.67	\$ 97.10	\$ 407.79	\$ 103.56	\$ 129.46	\$ 349.53
Delta Dental	\$ 26.77	\$ 2.68	\$ 2.68	\$ 21.42	\$ 4.02	\$ 4.01	\$ 18.74	\$ 5.36	\$ 5.35	\$ 16.06
Vision Service Plan	\$ 4.68	\$ 0.50	\$ 0.44	\$ 3.74	\$ 0.74	\$ 0.66	\$ 3.28	\$ 0.99	\$ 0.88	\$ 2.81

EMPLOYEE PLUS CHILD/CHILDREN COVERAGE							
	GROSS RATE	Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
		Employee	State	Employee	State	Employee	State
		<u>20%</u>	<u>80%</u>	<u>30%</u>	<u>70%</u>	<u>40%</u>	<u>60%</u>
Presbyterian - HMO	\$ 400.70	\$ 80.14	\$ 320.56	\$ 120.21	\$ 280.49	\$ 160.28	\$ 240.42
BCBS - HMO	\$ 400.70	\$ 80.14	\$ 320.56	\$ 120.21	\$ 280.49	\$ 160.28	\$ 240.42
BCBS - PPO	\$ 466.02	\$ 93.20	\$ 372.82	\$ 139.81	\$ 326.22	\$ 186.41	\$ 279.61
Delta Dental	\$ 30.80	\$ 6.16	\$ 24.64	\$ 9.24	\$ 21.56	\$ 12.32	\$ 18.48
Vision Service Plan	\$ 5.45	\$ 1.09	\$ 4.36	\$ 1.64	\$ 3.82	\$ 2.18	\$ 3.27

FAMILY COVERAGE							
	GROSS RATE	Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
		Employee	State	Employee	State	Employee	State
		<u>20%</u>	<u>80%</u>	<u>30%</u>	<u>70%</u>	<u>40%</u>	<u>60%</u>
Presbyterian - HMO	\$ 656.71	\$ 131.34	\$ 525.37	\$ 197.01	\$ 459.70	\$ 262.68	\$ 394.02
BCBS - HMO	\$ 656.71	\$ 131.34	\$ 525.37	\$ 197.01	\$ 459.70	\$ 262.68	\$ 394.02
BCBS - PPO	\$ 763.79	\$ 152.76	\$ 611.03	\$ 229.14	\$ 534.65	\$ 305.51	\$ 458.27
Delta Dental	\$ 40.16	\$ 8.03	\$ 32.13	\$ 12.05	\$ 28.11	\$ 16.06	\$ 24.10
Vision Service Plan	\$ 6.90	\$ 1.38	\$ 5.52	\$ 2.07	\$ 4.83	\$ 2.76	\$ 4.14

EMPLOYEE PLUS DOMESTIC PARTNER PLUS CHILDREN (FAMILY)										
	GROSS RATE	Salary Less than \$50k			Salary \$50K to \$59,999K			Salary \$60K and Over		
		EE Pre	EE After	State	EE Pre	EE After	State	EE Pre	EE After	State
		<u>20%</u>		<u>80%</u>	<u>30%</u>		<u>70%</u>	<u>40%</u>		<u>60%</u>
Presbyterian - HMO	\$ 656.71	\$ 75.69	\$ 55.65	\$ 525.37	\$ 113.53	\$ 83.48	\$ 459.70	\$ 151.38	\$ 111.31	\$ 394.02
BCBS - HMO	\$ 656.71	\$ 75.69	\$ 55.65	\$ 525.37	\$ 113.53	\$ 83.48	\$ 459.70	\$ 151.38	\$ 111.31	\$ 394.02
BCBS - PPO	\$ 763.79	\$ 88.03	\$ 64.73	\$ 611.03	\$ 132.04	\$ 97.10	\$ 534.65	\$ 176.05	\$ 129.46	\$ 458.27
Delta Dental	\$ 40.16	\$ 5.36	\$ 2.68	\$ 32.13	\$ 8.03	\$ 4.01	\$ 28.11	\$ 10.71	\$ 5.35	\$ 24.10
Vision Service Plan	\$ 6.90	\$ 0.94	\$ 0.44	\$ 5.52	\$ 1.41	\$ 0.66	\$ 4.83	\$ 1.88	\$ 0.88	\$ 4.14

GENERAL COVERAGE							
	GROSS RATE	Salary Less than \$50k		Salary \$50K to \$59,999K		Salary \$60K and Over	
		Employee	State	Employee	State	Employee	State
		<u>20%</u>	<u>80%</u>	<u>30%</u>	<u>70%</u>	<u>40%</u>	<u>60%</u>
Admin. Fee	\$ 0.60	\$ 0.12	\$ 0.48	\$ 0.18	\$ 0.42	\$ 0.24	\$ 0.36
Basic Life	\$ 1.94		\$ 1.94	\$ -	\$ 1.94	\$ -	\$ 1.94
Disability	\$ 4.34	\$ 4.34	\$ -	\$ 4.34	\$ -	\$ 4.34	\$ -
Dependent Life	\$ 1.08	\$ 0.22	\$ 0.86	\$ 0.32	\$ 0.76	\$ 0.43	\$ 0.65

GENERAL SERVICES DEPARTMENT Risk Management Division/Employee Benefits Bureau

Overview Paper - HMOs vs. PPOs

The two most common health plans available are HMOs (Health Management Organizations) and PPOs (Preferred Provider Organizations). Both can be affordable and both can offer access to high-quality care, but they do have their differences.

Both HMOs and PPOs are types of managed care. That means your costs stay lower — but there will be restrictions on how you receive your care.

What are the Differences Between an HMO and PPO?

HMOs and PPOs differ in two main ways: **cost** and **access**.

HMO Plan - With an HMO plan, your costs tend to be much lower. HMO plans often have no deductible and co-payments are generally low when you visit a doctor or hospital. This means your out-of-pocket expenses are kept at a minimum.

The tradeoff for these low costs is that your HMO plan comes with restrictions on when you can receive care and who you can receive it from. To receive coverage, you must get care from a doctor on the plan's pre-approved list of healthcare providers. If you need specialist care, you'll need a referral from your doctor. For some kinds of specialist care, you'll need approval from the plan's management.

PPO Plan - PPO plans can be more expensive, but have fewer restrictions. Many PPO plans have a deductible between \$500.00 and \$2,000.00. Your PPO plan will have higher monthly premiums.

With a PPO, you'll be able to see almost any doctor you choose. PPO plans also have pre-approved lists of healthcare providers but they also provide coverage when you see providers who are not on the approved list. When you see a pre-approved doctor, you'll save more money but you won't be without coverage if you choose to see an "out-of-network" provider.

For more information concerning the best plan for you, please contact your Medical Plan Carrier or call our Employee Benefits Help Desk @**1-877-301-8041**.



Employee Benefits Bureau/ Erisa Administrative Services, Inc.

State of NM
Group Benefits Plan
Plan Year Jan-Dec 2016

What is Open for January–December 2016?

This Fall Open/Switch Enrollment is for the following benefits:

- Medical/Pharmacy, Dental and Vision (Premium Only Plan: POP – pre-tax premiums)
 - 3 medical plans: Presbyterian HMO, BCBSNM HMO, and BCBSNM PPO
 - Pre-tax automatically happens; employees *must* opt out if they want post-tax deductions (LPBs see respective employers)
- Disability
- Dependent Life and Additional Life
- Flexible Spending Accounts (FSA)

IMPORTANT NEWS!

- Minnesota Life/Securian Group-effective 7/1/15
 - Administrative & coverage amount changes on the Supplemental/Additional Life and Dependent Life plans for 1/1/16
- Express-Scripts Pharmacy-1/1/16
 - Specialty Medicine tier & copay changes
 - Maintenance medication/home delivery plan change
- The Solutions Group/EAP-7/1/2015
 - 1-855-231-7737
 - website: solutionsbiz.com password: **SONMEAP**
 - 6 FREE, confidential sessions per incident
 - Training and Education, Critical Incidence counseling
 - State & LPB employees and family members

Important News cont'd

- Stay Well Health Center in Santa Fe-opened 9/16/15
 - Hrs of operation: 7am – 7pm M-F, 8am – 12 noon Sat
 - Call 505-827-2485 to schedule your appointment
 - ZERO COPAY for employees/family members (age 2 & over) participating in medical coverage
 - Some medications dispensed for free for immediate treatments
 - Primary and minor Urgent Care services, etc.

Important News cont'd

- If the new Stay Well Health Center is successful in Santa Fe, the state will look to open centers in Las Cruces and Albuquerque
- Minnesota Life/Securian's enrollment website is open Oct 1, 2015 through November 25, 2015.
- Please contact your Human Resource office if you have had an address change. We need accurate addresses for PPACA reporting.

Enrollment Information

- Enrollment is **OPTIONAL** – if you want to change/drop/add benefit coverage(s) or change premium deductions to AFTER TAX
 - Fax POP waiver to Erisa at 1-505-244-6009
 - Form is on www.mybenefitsnm.com under the 2015 Enrollment tab
- Proof of dependency for *newly added dependents* must be faxed to Erisa, 505-244-6009, on the same day as you submit your online enrollment form.
- Coverage will not be added without the proof of dependency if you are adding a new dependent

ENROLLMENT STEPS

STATE EMPLOYEES

- On-line enrollment tool available 11/9-11/25 on www.mybenefitsnm.com
- Your changes/additions will be electronically submitted to Erisa if you complete and validate properly
- If making any change *you must reenter* all the elections and dependent information as this overlays previous elections!
- Please print copies of your election changes and provide one copy to your Human Resource office

ENROLLMENT STEPS

- Enrollments will not be accepted after midnight 11/25/15!
- Flexible spending elections are incorporated in to the on-line tool
- All enrollment forms and tools can be found on the employee benefit website at:
 - www.mybenefitsnm.com
 - 2015 OPEN ENROLLMENT tab

ENROLLMENT STEPS

LOCAL PUBLIC BODY EMPLOYEES

- Enrollment form(s) are on www.mybenefitsnm.com
- If making any changes, all elections and dependent information must be re-entered that you want coverage for.
- Complete and submit to HR by 10/27/2015-late enrollments will not be accepted.
- HR review time and submit to Erisa by 11/13/2015
- Supporting dependent documents if needed must be attached by the HR and submitted with the enrollment forms
- Flexible spending is direct to Compusys/Erisa-ask your HR for details

Additional Information

- Pre-recorded carrier enrollment presentations will be available at the below link for your convenience.

www.mybenefitsnm.com

EFFECTIVE DATES

- January 1, 2016 is the start of the new benefit plan year (Jan-Dec 2016). All deductibles & OOP amounts are reset/refreshed
- State employees: January 8, 2016 is when you will first see payroll deductions for any new changes you made (LPB employees: please check with your HR Reps)

REMINDER – to continue coverage of disabled dependents beyond their 26th birthday, you must complete & submit disabled dependent forms for medical

Contact Information

Erisa Administrative Services

Toll Free: 1-855-618-1800

Local: (505) 244-6000

FAX: (505) 244-6009

Email: SONM@easitpa.com

Website: <https://www.mybenefitsnm.com>

QUESTIONS



State of New Mexico HMO Plan

(4.Q.1)

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 – 12/31/2016

Coverage for: Individual/Family | Plan Type: HMO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsnm.com/coverage or by calling 1-877-994-2583.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	\$325 Individual/ \$650 Two-Person/ \$975 Family Doesn't apply to certain preventive care, prescription drugs, and office visit copays. Copays don't count toward the overall deductible.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No. Deductibles apply to all services unless otherwise specified on pages 2 and 3.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. \$3,500 Individual/ \$7,000 Two Person/ \$10,500 Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, and health care this plan doesn't cover	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Does this plan use a <u>network of providers</u> ?	Yes. Please call 1-877-994-2583 or see www.bcbsnm.com If you must visit a nonparticipating provider for nonemergency services, you must have preauthorization or services will be denied.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-877-994-2583 or visit us at www.bcbsnm.com/coverage.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-423-1630 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use HMO **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a BCBSNM HMO Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	Deductible waived.
	Specialist visit	\$40 copay/visit	
	Other practitioner office visit	\$40 copay/visit	Deductible waived. Acupuncture/Spinal Manipulation limited to 25 visits/plan year combined.
	Preventive care/screening/immunization	No Charge	Deductible waived.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance up to a max \$200/test	Requires preauthorization.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com	Generic drugs	Not Applicable	See your Express Scripts Prescription Drug plan information for details.
	Preferred brand drugs	Not Applicable	
	Non-preferred brand drugs	Not Applicable	
	Specialty drugs	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	Non-emergency observation is \$250 copay per visit after deductible.

Common Medical Event	Services You May Need	Your Cost If You Use a BCBSNM HMO Provider	Limitations & Exceptions
	Physician/surgeon fees	No Charge	---none---
If you need immediate medical attention	Emergency room services	\$175 copay/visit	---none---
	Emergency medical transportation	\$30 copay/Ground \$100 copay/Air	Requires preauthorization.
	Urgent care	\$50 copay/visit	Call 1-800-810-BLUE (2583) if you are outside the service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	\$500 copay/admit	Requires preauthorization.
	Physician/surgeon fee	No Charge	Requires preauthorization. Deductible waived.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$25 copay/visit IOP - \$50 copay/visit	Includes office, home, outpatient, and IOP services; Inpatient and Partial Hospitalization (IOP, Partial Hospitalization, & Inpatient) require preauthorization. Deductible waived for office visit copay. Residential Treatment Center limited to 60 days/plan year. Inpatient Physician services are no charge after deductible.
	Mental/Behavioral health inpatient services	\$500 copay/admit	
	Substance use disorder outpatient services	\$25 copay/visit IOP - \$50 copay/visit	
	Substance use disorder inpatient services	\$500 copay/admit	
If you are pregnant	Prenatal and postnatal care	\$25 copay/visit	Deductible waived; copay charged for initial visit only.
	Delivery and all inpatient services	\$500 copay/admit	Requires preauthorization. Inpatient Physician services are no charge after deductible.

Common Medical Event	Services You May Need	Your Cost If You Use a BCBSNM HMO Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	\$40 copay/physician visit No Charge for nurse visit	Deductible waived.
	Rehabilitation services	\$40 copay/visit	Includes Physical, Occupational, and Speech Therapies (office/outpatient). Deductible waived.
	Habilitation services	\$40 copay/visit	
	Skilled nursing care	\$500 copay/admit	Includes Inpatient Physical Rehabilitation; requires preauthorization. Related professional services are no charge after deductible.
	Durable medical equipment	20% coinsurance	---none---
	Hospice service	No Charge	Deductible waived.
If your child needs dental or eye care	Eye exam	Not Applicable	If vision coverage purchased, see your vision plan information.
	Glasses	Not Applicable	
	Dental check-up	Not Applicable	If dental coverage purchased, see your dental plan information.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic Surgery
- Dental Care (routine dental for adults)
- Infertility Treatment (unless for medical condition causing the infertility)
- Long-Term Care
- Private Duty Nursing
- Routine Foot Care (unless you are diabetic)
- Routine Eye Care (adult)
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture (limited to 25 visits/year combined with chiropractic care)
- Bariatric Surgery
- Chiropractic Care (limited to 25 visits/year combined with acupuncture)
- Hearing Aids (Adults and children, limited to \$2,500 per ear, every 36 months starting with date of purchase)
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-877-994-2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U. S. Department of Health and Human Services at 1-877-267-2323 x. 61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of New Mexico (BCBSNM) Appeals Unit at 1-800-205-9926. You may also contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the New Mexico Superintendent of Insurance toll-free at 1-855-427-5674 or www.osi.state.nm.us.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-877-994-2583.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-994-2583.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-877-994-2583.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-877-994-2583.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,410
- Patient pays \$ 1,130

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$330
Copays	\$530
Coinsurance	\$120
Limits or exclusions	\$150
Total	\$1,130

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,530
- Patient pays \$870

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$320
Copays	\$250
Coinsurance	\$220
Limits or exclusions	\$80
Total	\$870

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

Blue Cross and Blue Shield of New Mexico (BCBSNM), A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-877-994-2583 or visit us at www.bcbsnm.com/coverage.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-423-1630 to request a copy.

State of New Mexico PPO Plan

(4.Q.2)

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 01/01/2016 – 12/31/2016

Coverage for: Individual/Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.bcbsnm.com/coverage or by calling 1-877-994-2583.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	Preferred Provider \$500 Individual/ \$1,000 Two-Person/ \$1,500 Family Non-Preferred Provider \$2,800 Individual/ \$5,600 Two-Person/ \$8,400 Family Doesn't apply to certain preventive care, prescription drugs, and office visit copays. Copays don't count toward the overall deductible.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No. Deductibles apply to all services unless otherwise specified on pages 2 and 3.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. Preferred Provider \$3,500 Individual/ \$7,000 Two Person/ \$10,500 Family Non-Preferred Provider \$7,000 Individual/ \$14,000 Two-Person/ \$21,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, and health care this plan doesn't cover	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Does this plan use a network of providers?	Yes. Please call 1-877-994-2583 or see www.bcbsnm.com .	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist?	No.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page [5]. See your policy or plan document for additional information about excluded services .

Questions: Call 1-877-994-2583 or visit us at www.bcbsnm.com/coverage.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-877-994-2583 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use Preferred **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Preferred Provider	Your Cost If You Use a Non-Preferred Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 copay/visit	50% coinsurance	PPO Deductible waived.
	Specialist visit	\$50 copay/visit	50% coinsurance	
	Other practitioner office visit	\$50 copay/visit	50% coinsurance	PPO Deductible waived. Acupuncture/Spinal Manipulation limited to 25 visits/plan year combined; Naprapathy limited to \$500/plan year.
	Preventive care/screening/immunization	No Charge	50% coinsurance	PPO Deductible waived.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	50% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance up to max \$200/test	50% coinsurance	Requires preauthorization.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com	Generic drugs	Not Applicable	Not Applicable	See your Express Scripts Prescription Drug plan information for details.
	Preferred brand drugs	Not Applicable	Not Applicable	
	Non-preferred brand drugs	Not Applicable	Not Applicable	
	Specialty drugs	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	50% coinsurance	Non-emergency observation is deductible+ \$500 per visit.
	Physician/surgeon fees	20% coinsurance	50% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use a Preferred Provider	Your Cost If You Use a Non-Preferred Provider	Limitations & Exceptions
If you need immediate medical attention	Emergency room services	\$175 copay/visit	\$175 copay/visit	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	Non-Preferred or Non-Emergency Air is 50% coinsurance.
	Urgent care	\$50 copay/visit	\$50 copay/visit	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	\$1,000/admit	50% coinsurance	Preauthorization required; \$300 penalty if not preauthorized for Non-Preferred.
	Physician/surgeon fee	No Charge	50% coinsurance	No Charge after deductible.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$30 copay/visit IOP - \$50 copay/visit	50% coinsurance	Includes office, home, outpatient, and IOP services; Inpatient and Partial Hospitalization. PPO deductible waived for office visit copay. IOP, Inpatient, Partial Hospitalization, and RTC require preauthorization; \$300 penalty if not preauthorized for Non-Preferred. Residential Treatment Center is limited to 60 days/plan year. Inpatient Physician services are No Charge after deductible.
	Mental/Behavioral health inpatient services	\$1,000/admit	50% coinsurance	
	Substance use disorder outpatient services	\$30 copay/visit IOP - \$50 copay/visit	50% coinsurance	
	Substance use disorder inpatient services	\$1,000/admit	50% coinsurance	
If you are pregnant	Prenatal and postnatal care	\$30 copay/visit	50% coinsurance	PPO Deductible waived; PPO Copay charged for initial visit only.
	Delivery and all inpatient services	\$1,000/admit	50% coinsurance	Preauthorization required; \$300 penalty if not preauthorized for Non-Preferred. Inpatient Physician services are No Charge after deductible.

Common Medical Event	Services You May Need	Your Cost If You Use a Preferred Provider	Your Cost If You Use a Non-Preferred Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	\$50 copay/visit	50% coinsurance	PPO Deductible waived. Limited to 100 visits/plan year.
	Rehabilitation services	\$50 copay/visit	50% coinsurance	PPO Deductible waived. Includes Physical, Occupational, and Speech Therapies (office/outpatient).
	Habilitation services	\$50 copay/visit	50% coinsurance	
	Skilled nursing care	\$1,000/admit	50% coinsurance	Preauthorization required for Inpatient Physical Rehabilitation; \$300 penalty if not preauthorized for Non-Preferred. Related professional services are No Charge after deductible.
	Durable medical equipment	25% coinsurance	50% coinsurance	Precertification required for equipment over \$1,000 or long-term rentals.
	Hospice service	No Charge	50% coinsurance	PPO Deductible waived.
If your child needs dental or eye care	Eye exam	Not Applicable	Not Applicable	If Vision Coverage purchased, see your Vision plan information.
	Glasses	Not Applicable	Not Applicable	
	Dental check-up	Not Applicable	Not Applicable	If Dental Coverage purchased, see your Dental plan information.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic Surgery
- Dental Care (routine dental for adults)
- Infertility Treatment (unless for medical condition causing the infertility)
- Long-Term Care
- Private Duty Nursing
- Routine Foot Care (unless you are diabetic)
- Routine Eye Care (adult)
- Weight Loss Programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Acupuncture (limited to 25 visits/year combined with chiropractic care)
- Bariatric Surgery
- Chiropractic Care (limited to 25 visits/year combined with acupuncture)
- Coverage provided outside the United States. See www.bcbsnm.com.
- Hearing Aids (Adults and children, limited to \$2,500 per ear, every 36 months starting with date of purchase)
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 1-877-994-2583. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U. S. Department of Health and Human Services at 1-877-267-2323 x. 61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of New Mexico (BCBSNM) Appeals Unit at 1-800-205-9926. You may also contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your **appeal**. Contact the New Mexico Superintendent of Insurance toll-free at 1-855-427-5674 or www.osi.state.nm.us.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-877-994-2583.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-877-994-2583.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-877-994-2583.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-877-994-2583.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,740
- Patient pays \$ 1,800

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$1,030
Coinsurance	\$120
Limits or exclusions	\$150
Total	\$1,800

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,300
- Patient pays \$1,100

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$500
Copays	\$250
Coinsurance	\$270
Limits or exclusions	\$80
Total	\$1,100

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-877-994-2583 or visit us at www.bcbsnm.com/coverage.

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 **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.phs.org, or by calling 1-888-275-7737.

Important Questions	Answers	Why this Matters:
What is the overall deductible ?	\$325 Single / \$650 Two-person / \$975 Family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services your plan covers.
Is there an out-of-pocket limit on my expenses?	Yes. \$3500 Single/\$7000 Two-person/\$10500 Family.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the costs of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit ?	This plan has no out-of-pocket limit exclusions.	Not applicable because there's no out-of-pocket limit on your expenses.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a network of providers ?	Yes. See www.phs.org or call 1-888-275-7737 for a list of participating providers .	If you use an in-network doctor or other health care provider , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No. You do not need a referral to see a specialist.	You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about excluded services .

Questions: Call 1-888-275-7737 or visit us at www.phs.org.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call 1-888-275-7737 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay/visit	Not covered	Not subject to deductible.
	Specialist visit	\$40 copay/visit	Not covered	Not subject to deductible.
	Other practitioner office visit	\$40 copay/visit for acupuncture and chiropractor	Not covered	Coverage is limited to 25 visits per Calendar Year combined. Not subject to deductible.
	Preventive care/screening/immunization	No charge	Not covered	Not subject to deductible.
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	Not covered	-----None-----
	Imaging (CT/PET scans, MRIs)	20% coinsurance	Not covered	Coverage is limited up to a maximum of \$200 per test/day. Prior Authorization may be required.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at http://www.phs.org/tools-resources/member/Pages/forms-and-documents.aspx .	Generic Drugs	Not covered	Not covered	Administered by Express Scripts - contact at 1-800-743-1720.
	Preferred brand drugs	Not covered	Not covered	Administered by Express Scripts - contact at 1-800-743-1720.
	Non-preferred drugs	Not covered	Not covered	Administered by Express Scripts - contact at 1-800-743-1720.
	Specialty drugs	Not covered	Not covered	Administered by Express Scripts - contact at 1-800-743-1720.

Questions: Call 1-888-275-7737 or visit us at www.phs.org.

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual or Individual + Family | Plan Type: HMO

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	Not covered	-----None-----
	Physician/surgeon fees	20% coinsurance	Not covered	Facility claim only
If you need immediate medical attention	Emergency room services	\$175 copay/visit	Not covered	Waived if admitted into a hospital, then hospital copay applies.
	Emergency medical transportation	\$30 copay/trip ground; \$100 copay/trip air	Not covered	-----None-----
	Urgent care	\$50 copay/visit	Not covered	-----None-----
If you have a hospital stay	Facility fee (e.g., hospital room)	\$500 copay/admission	Not covered	Prior authorization may be required.
	Physician/surgeon fee	No change	Not covered	Prior authorization may be required.
If you have mental health, behavioral health, or substance abuse needs	Mental Behavioral Health Outpatient Services	\$25 copay/visit	Not covered	-----None-----
	Mental Behavioral Health Inpatient Services	\$500 copay/admission	Not covered	Prior authorization may be required.
	Substance use disorder outpatient services	\$25 copay/visit	Not covered	-----None-----
	Substance use disorder inpatient services	\$500 copay/admission	Not covered	Prior authorization may be required.
If you are pregnant	Prenatal and postnatal care	\$25 copay initial visit	Not covered	No Charge for all other visits after the initial copay.
	Delivery and all inpatient services	\$500 copay/pregnancy	Not covered	Prior authorization may be required.

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Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual or Individual + Family | Plan Type: HMO

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	\$40 copay/physician services	Not covered	No charge for nursing services. Not subject to deductible. Prior authorization may be required.
	Rehabilitation services	Inpatient: \$500 copay/admission; Outpatient: \$40 copay/visit	Not covered	Office visit Not subject to deductible. Prior authorization may be required.
	Habilitation services	Inpatient: \$500 copay/admission; Outpatient: \$40 copay/visit	Not covered	Office visit Not subject to deductible. Prior authorization may be required.
	Skilled nursing care	\$500 copay/admission	Not covered	Admission copay waived if readmitted within 15 days. Prior authorization may be required.
	Durable medical equipment	20% coinsurance	Not covered	Prior authorization may be required.
	Hospice service	No charge	Not covered	Not subject to deductible. Prior authorization may be required.
If your child needs dental or eye care	Eye exam	Not covered	Not covered	-----None-----
	Glasses	Not covered	Not covered	-----None-----
	Dental check up	Not covered	Not covered	-----None-----

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

<ul style="list-style-type: none"> • Cosmetic Surgery • Dental Care (Adult) • Dental check-up (Child) • Eye exam (Child) 	<ul style="list-style-type: none"> • Glasses (Child) • Infertility Treatment • Long-Term Care • Non-Emergency Care When Traveling Outside the U.S. 	<ul style="list-style-type: none"> • Private-Duty Nursing • Routine Eye Care (Adult) • Routine Foot Care • Weight Loss Programs
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Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

<ul style="list-style-type: none"> • Acupuncture • Bariatric Surgery 	<ul style="list-style-type: none"> • Chiropractic Care 	<ul style="list-style-type: none"> • Hearing Aids
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Questions: Call 1-888-275-7737 or visit us at www.phs.org.

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Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-275-7737. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: 1-888-275-7737.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". **This plan or policy does provide minimum essential coverage.**

Language Access Services

Para obtener asistencia en Español, llame al 1-888-275-7737.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-275-7737.

如果需要中文的帮助, 请拨打这个号码 1-888-275-7737.

Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-275-7737.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----

Questions: Call 1-888-275-7737 or visit us at www.phs.org.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call 1-888-275-7737 to request a copy.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)	
■ Amount owed to providers:	\$7,540
■ Plan pays	\$6390
■ Patient pays	\$1150
Sample care costs:	
Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540
Patient pays:	
Deductibles	\$330
Co-pays	\$530
Coinsurance	\$120
Limits or exclusions	\$170
Total	\$1150

Managing type 2 diabetes (routine maintenance of a well-controlled condition)	
■ Amount owed to providers:	\$5,400
■ Plan pays	\$1680
■ Patient pays	\$3720
Sample care costs:	
Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400
Patient pays:	
Deductibles	\$320
Co-pays	\$250
Coinsurance	\$220
Limits or exclusions	\$2930
Total	\$3720

Questions: Call 1-888-275-7737 or visit us at www.phs.org.

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Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✘ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✘ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-888-275-7737 or visit us at www.phs.org.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call 1-888-275-7737 to request a copy.

Network Information

In-Network Providers in New Mexico — PPO New Mexico

The State of New Mexico Dental Plan features the PPO New Mexico Network, a preferred provider network with over 2,068 points of access in New Mexico. This network was designed to offer members savings based on provider discounts (Maximum Approved Fees) while providing access to general dentists and specialists in every category. In addition, benefit levels are enhanced when a PPO New Mexico dentist is selected.

In-Network Providers in Other States — Delta Dental PPOSM

Outside of New Mexico, the Delta Dental PPO network is considered in-network. Delta Dental PPO is a national preferred provider network with nearly 242,000 locations nationwide.



Reduce your out-of-pocket costs by always selecting an in-network dentist. By selecting participating providers, you are only responsible for your copayment and deductible, if applicable, at the time services are received. No balance billing applies and your dentist will file claims on your behalf.

Choosing an In-Network Provider

Delta Dental has multiple provider networks, and not every dentist participates in every network. When asking a dentist if he or she participates with Delta Dental, make sure to specify the PPO New Mexico provider network (or Delta Dental PPO if outside New Mexico). Provider directories and a dentist search tool are also available at www.deltadentalnm.com under the “Find a Dentist” link.

Out-of-Network Providers

Out-of-network providers have not agreed to the provider fee maximums applicable under the dental plan. Out-of-pocket costs can be much higher because patients may be billed for the difference up to the full amount charged by the dentist. Reduced benefit levels also apply to out-of-network services.

Specified Medical Conditions

The State of New Mexico Dental Plan covers routine cleanings twice per year. For members with periodontal disease and some specific at-risk health conditions, additional cleanings or topical fluoride treatment are available. The patient should talk with his or her dentist about treatment.

Open Enrollment 2016

- **New benefit:** Specified medical conditions
- Benefits will be effective January 1, 2016
- *Don't miss your opportunity to enroll!*

Quick Bite

Saliva, produced by salivary glands in your mouth, plays an important role in protecting, building, and maintaining oral tissues and your teeth. You may produce less saliva due to factors such as aging and taking medications.

If you experience dry mouth, talk to your dentist about possible treatment options. You can also follow these tips from the National Institute of Dental and Craniofacial Research¹:

- Avoid caffeinated drinks (such as coffee, tea, and soda), tobacco, and alcohol
- Sip water throughout the day
- Chew sugarless gum or suck on sugarless hard candy to stimulate saliva flow
- Run a humidifier while you sleep at night

Contact

Phone
(505) 855-7111 or
(877) 395-9420 (Toll-free)

Email
customerservice
@deltadentalnm.com

Web
www.deltadentalnm.com

Mobile App
Download the
Delta Dental mobile app
on the App Store (Apple)
or Google Play (Android)



PPONew MEXICO

Dental Plan Administered by
Delta Dental of New Mexico



SERVICES	In-Network	Out-of-Network
DIAGNOSTIC & PREVENTIVE SERVICES	Plan Pays 100% You Pay: 0%	Plan Pays 100% You Pay: 0%*
<ul style="list-style-type: none"> • Oral Examinations – twice in a calendar year • Routine or Periodontal Cleanings – twice in a calendar year • Radiographic images: Complete series/panoramic images – once every 5 years / Bitewing – twice in a calendar year • Topical Fluoride – through age 18, twice in a calendar year • Emergency Treatment – for relief of pain • Sealants – through age 15, permanent molars only, 3-year limitation • Space Maintainers – through age 18, five year limitation 		
BASIC SERVICES	Plan Pays 80% You Pay: 20%	Plan Pays 55% You Pay: 45%*
<ul style="list-style-type: none"> • Amalgam or composite resin fillings • Stainless steel crowns – primary teeth only • Extractions – non-surgical • Oral Surgery – maxillofacial surgical procedures of the oral cavity, including surgical extractions • Endodontics – pulp therapy and root canal filling • Periodontics – non-surgical and surgical treatment of gum disease • Repairs to crowns, implants, onlays, bridges, partial or complete dentures • Adjustments to partial or complete dentures • General Anesthesia – intravenous sedation and general anesthesia, when dentally necessary and administered by a licensed provider for a covered oral surgery procedure 		
MAJOR SERVICES	Plan Pays 60% You Pay: 40%	Plan Pays 35% You Pay: 65%*
<ul style="list-style-type: none"> • Onlays, Crowns and Cast Restorations – when teeth cannot be restored with amalgam or composite resin restorations • Prosthodontics – procedures for construction of fixed bridges, partials or complete dentures • Implants – specified services and related prosthodontics, subject to clinical review/approval 		
ORTHODONTIC SERVICES	Plan Pays 75% up to a \$2000 lifetime maximum You Pay: 25%*	
Children up to 18th birthday		
Adults, 18 and over	Plan Pays 60% up to a \$1,750 lifetime maximum You Pay: 40%*	
CALENDAR YEAR DEDUCTIBLE (applies to Basic and Major Services)	You Pay: \$50 per enrolled person \$150 aggregate per family	
CALENDAR YEAR MAXIMUM (excludes expenses for Orthodontic Services)	Plan Pays up to: \$1750 per enrolled person	

*The payment percentages shown for Out-of-Network services are based on the Maximum Approved Fees applicable to Out-of-Network dentists. Plan participants who receive services from non-participating providers can have significant out-of-pocket costs **over and above** the percentage of co-payment shown. *For more information, refer to the important PPONew Mexico network facts shown on the previous page.*

QUESTIONS? Call 855-7111 in Albuquerque or 1-877-395-9420 toll free



Protect
your vision
with VSP.

Get the best in eyecare and eyewear with State of New Mexico RMD and VSP® Vision Care.

(4.Q.5)



Why enroll in VSP? We invest in the things you value most—the best care at the lowest out-of-pocket costs. Because we're the only national not-for-profit vision care company, you can trust that we'll always put your wellness first.

You'll like what you see with VSP.

- **Value and Savings.** You'll enjoy more value and the lowest out-of-pocket costs.
- **High Quality Vision Care.** You'll get the best care from a VSP provider including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions.
- **Choice of Providers.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider.
- **Great Eyewear.** It's easy to find the perfect frame at a price that fits your budget.

Using your VSP benefit is easy.

- **Register at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eyecare provider who's right for you.** To find a VSP provider, visit vsp.com or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like Anne Klein, bebe®, Calvin Klein, Flexon®, Lacoste, Nike, Nine West, and more! Visit vsp.com to find a VSP provider who carries these brands.

Enroll in VSP today.
You'll be glad you did.

Contact us. 800.877.7195
vsp.com

Your VSP Vision Benefits Summary



State of New Mexico RMD and VSP provide you with an affordable eyecare plan.

VSP Provider Network: VSP Signature

Benefit	Description	Copay	Frequency
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every 12 months
Prescription Glasses		\$15	See frame and lenses
Frame	<ul style="list-style-type: none"> \$130 allowance for a wide selection of frames \$150 allowance for featured frame brands 20% savings on the amount over your allowance Or \$70 allowance at Costco 	Included in Prescription Glasses	Every 24 months
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every 12 months
Lens Enhancements	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80 - \$90 \$120 - \$160	Every 12 months
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$110 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months

Extra Savings	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. <p>Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 		
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Your Coverage with Out-of-Network Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.

Exam.....up to \$35	Single Vision Lenses.....up to \$25	Lined Trifocal Lenses.....up to \$55	Contacts.....up to \$110
Frame.....up to \$35	Lined Bifocal Lenses.....up to \$40	Progressive Lenses.....up to \$55	

Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details.

Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location.

Contact us. [800.877.7195](tel:800.877.7195) | vsp.com

¹ Brands/Promotion subject to change.

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Express Scripts Prescription Drug Benefit (4.Q.6) For The State of New Mexico – January to December 2016

	Retail (30-day supply)	Mail Order (90-day supply)
Out of Pocket	\$3,500 single / \$10,500 family (accumulated with Medical OOP towards annual max)	
Deductible**	\$50 Individual / \$100 Family only on Non-Generics (applies to Medical annual OOP Max)	
Generic	\$5	\$15
Brand (Preferred)	30% (\$30 min / \$90 max)	\$95
Brand (Non-Preferred)	40% (\$55 min / \$125 max)	\$125
Specialty Medications (30 day supply) - must move to mail order after 2 fills at retail	\$60 Generic \$85 Preferred Brand \$125 Non-preferred Brand	\$60 Generic \$85 Preferred Brand \$125 Non-preferred Brand

**** Deductible - For Single/Individual coverage**, a one-time \$50 deductible will be charged on the first fill of a non-generic medication at retail or mail order. The \$50 deductible will apply toward the total medical OOP maximum. Once that \$50 deductible is met, there will be no further deductible charged on any individual claim for the remainder of the plan year.

**** Deductible - For Family coverage, or single + child(ren)**, a one-time \$100 deductible will be charged on the first fill of a non-generic medication at retail or mail order. The \$100 deductible will apply toward the total medical OOP maximum. Once that \$100 deductible is met, there will be no further deductible charged on any individual claim for the remainder of the plan year.

*****Product Selection Cost** - If you obtain a brand-name drug when a generic equivalent is available, you are responsible for the generic copayment plus the cost difference between the brand-name drug and the generic drug. This does not apply to specialty medications.

Saving with Home Delivery- New Program Effective 1/1/2016

Use Express Scripts home delivery pharmacy to fill your maintenance medications (those prescription drugs you take regularly to treat an ongoing condition). We deliver up to a 90-day supply to you with free standard shipping. Three retail fills are allowed on maintenance medications before your copay will increase to the mail order copays shown above (for a 30 day supply).

Saving with Generics

FDA-approved generics are as safe and effective as their brand-name counterparts. If you're taking a brand-name drug, talk to your doctor and ask whether a less expensive generic drug could treat your condition. If your doctor agrees, ask your doctor to write a new prescription for the generic that you can fill through your prescription benefit.

Home Delivery... it's quick and easy

call us and we will contact your doctor to get a new 90-day prescription or have your doctor fax it to us.

Manage your prescription online and on the go	Register at express-scripts.com	Download the Express Scripts Mobile App
Receive Prescription Reminders	✓	✓
Search for lower cost options using My Rx Choices	✓	✓
Receive Prescription and Drug Interaction Alerts	✓	✓
Show your virtual ID card at a retail pharmacy		✓
Contact a pharmacist	✓	
Check your coverage, claims and balances	✓	
Print claim forms, order forms and fax forms	✓	

	PRESBYTERIAN - HMO	BLUE CROSS BLUE SHIELD NM - HMO	BLUE CROSS BLUE SHIELD NM - PPO	
BENEFITS			PREFERRED PROVIDER	NONPREFERRED PROVIDER
Deductibles	\$325/\$650/\$975	\$325/\$650/\$975	\$500 / \$1,000 / \$1,500	\$2,800 / \$5,600 / \$8,400
Out of Pocket (combined Pharmacy & Medical)	\$3500/\$7000/\$10500	\$3500/\$7000/\$10500	\$3,500 / \$7,000 / \$10,500	\$7,000 / \$14,000 / \$21,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	
Primary Care Provider	\$25.00 (deductible waived)	\$25.00 (deductible waived)	\$30 (deductible waived)	50%
Specialist Provider	\$40.00	\$40.00	\$50.00	50%
Adult Preventive Services	\$0 (deductible waived)	\$0 (deductible waived)	\$0 (deductible waived)	50% (deductible waived)
Well Child Services	\$0 (deductible waived)	\$0 (deductible waived)	\$0 (deductible waived)	50% (deductible waived)
Laboratory	20%	20%	20%	50%
X- Ray	20%	20%	20%	50%
Inpatient Hospital	\$500.00 per admission	\$500.00 per admission	\$1,000.00 per admission	50%
MRI/PET/CT Scans	20% up to maximum of \$200 per test	20% up to maximum of \$200 per test	20% up to maximum of \$200 per test	50%
Outpatient Surgery	20%	20%	20%	50%
Maternity Physician Services	\$25.00 Initial Visit Only	\$25.00 Initial Visit Only	\$30 Initial Visit Only	50%
Maternity Hospitalization	\$500.00	\$500.00	\$1,000.00	50%
Routine Nursery Care for Newborns	No Copay	No Copay	No Copay	50%
Emergency Room Visit	\$175.00	\$175.00	\$175.00	\$175.00
Urgent Care Center	\$50.00	\$50.00	\$50.00	\$50.00
Mental Health Out Patient	\$25.00	\$25.00	\$30.00	50%
Mental Health In Patient	\$500.00	\$500.00	\$1,000.00	50%
Chiropractic, Acupuncture	\$40.00 (up to 25 combined visits per plan year)	\$40.00 (up to 25 combined visits per plan year)	\$50.00 (up to 25 visits combined per plan year)	50% (up to 25 visits combined per plan year)
Naprapathic Services	\$50.00 (up to \$500 per plan year)	\$50.00 (up to \$500 per plan year)	\$50.00 (up to \$500 per plan year)	50% (up to \$500 per plan year)
Durable Medical Equipment	20%	20%	25%	40%
Chemotherapy and Radiation Therapy	No Copay in Physicians Office	No Copay in Physicians Office	\$50.00	50%
Home HealthCare	\$40.00 Physician, no copay for nursing services	\$40.00 Physician, no copay for nursing services	\$50.00	50%
Hearing Aids	No copay up to \$2500 per yr per ear, once every 3 yrs	No copay up to \$2500 per yr per ear, once every 3 yrs	No copay up to \$2500 per yr per ear, once every 3 yrs	No copay up to \$2500 per yr per ear, once every 3 yrs
Physical, Occupational, & Speech Therapy	\$40.00	\$40.00	\$50.00	50%
Hospice	No Copay	No Copay	No Copay	50%
Express Scripts Inc - Pharmacy Benefit Manager				
	COPAY COINS	Retail 30 Day Supply Maintenance meds 3 retail fills, then home delivery required or pay Home Delivery price for 30 day fill	Home Delivery 90 Day Supply	Specialty Medications Accredo Pharmacy 2 retail fills allowed, then Home Delivery Required
Generic	\$5.00	\$5.00	\$15.00	\$60.00
Brand	30%	\$30 minimum \$90 maximum	\$95.00	\$85.00
Brand Non-Preferred	40%	\$55 minimum \$125 maximum	\$125.00	\$125.00

Express Scripts only - DEDUCTIBLE: \$50 PER INDIVIDUAL/\$100 FAMILY APPLIES TO Formulary and Non-Formulary Only

Pharmacy out of pocket is combined with medical to meet total medical out of pocket

If you obtain a brand name medication when a generic is available, you are responsible for the generic copay plus the cost difference between brand and the generic.

This does not apply to specialty medications.

Delta Dental PPO New Mexico

	In-Network	Out of Network
Diagnostic & Preventive Services	100 % (not subject to deductible)	100% **
Basic Services	80 %	55% **
Major Services	60%	35%**
Orthodontic Services		
Children up to 18	75% up to \$2000 lifetime maximum	
Adults 18 and Over	60% up to \$1750 lifetime maximum	
Calendar Year Deductible	\$50 per person, \$150 per family	
Calendar Year Maximum	\$1750 per enrolled person	

****Please contact Delta Dental for service descriptions or further details at 1-877-395-9420**

**The payment percentages shown for Out=Of Network services are based on the Maximum approved Fees applicable only to Out of Network Dentists*

Vision Service Plan

	In-Network	Out of Network
Exam every 12 months	\$10	Up to \$35.00
Prescription Lenses every 12 months	\$15	Single Vision up to \$25.00
(Single Vision, Lined bifocal, Lined Trifocal,		Lined Bifocals up to \$40
Polycarbonate lenses for dependent children)		Lined Trifocal up to \$55
Frame every 24 months	Up to \$130 = 20% off out of pocket expense	Frame up to \$35
Contacts every 12 months	\$110 allowance when contacts are chosen instead of glasses	Contacts up to \$110

Please contact Vision Service Plan for specific details at 1-800-877-7195

COBRA Form: Notice of Rights to Continue Coverage

To: **The Family of** _____
 EMPLOYEE'S NAME

NOTICE OF RIGHTS TO CONTINUE COVERAGE

On April 7, 1986, a federal law was enacted [Public Law 99-272, Title X] requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. [***BOTH YOU AND YOUR SPOUSE SHOULD TAKE THE TIME TO READ THIS NOTICE CAREFULLY.***]

If you are a participant in the State's Group Benefits Plan and are covered by a Blue Cross & Blue Shield or Presbyterian Health Plan, Delta Dental, or Vision Service Plan (VSP) you have the right to choose this continuation coverage if:

- 1) Reduction in Work Hours
- 2) Termination of Employment, except for gross misconduct
- 3) Death of Employee
- 4) Dependent Ceasing to be Eligible
- 5) Legal Separation or Divorce
- 6) Social Security Disability
- 7) Voluntary Termination
- 8) Retirement

Under the law, **the employee or a family member** has the responsibility to inform the Human Resources Office, who will inform the Third Party Administrator, Erisa, if there is a divorce, legal separation, or a child losing dependent status under the laws of the State of New Mexico, within 31 days of the date of the event or the date in which coverage would end under the plan because of the event, whichever is later. The HR Representative has the responsibility to notify the Erisa of any of the COBRA qualifying events.

Erisa will send you a COBRA enrollment packet, including notification of your right to choose continuation of coverage. Under the law, you have 60 days from the date you lose coverage to elect COBRA.

If you choose continuation of coverage, it must be identical to the coverage you had as of the qualifying event. Please call Erisa's COBRA Unit for details on length of coverage.

The law provides that your continuation coverage may be terminated for any of the following reasons:

1. The State of New Mexico no longer provides group health coverage to any of its employees;
2. Employer group is no longer a participant in the State's Group Benefits Plan;
3. The premium for your contribution coverage is not paid on time;
4. You become covered by another group plan, unless the plan contains any exclusions or limitations;
5. You become entitled to Medicare;
6. Your classification of disability ends.

Premium payments are due upon receipt of the monthly invoice. There is a grace period of 45 days for payment of the monthly premium. **Any attempt to make payment after the expiration of the 45-day grace period will not be accepted. Failure to make premium payment will result in termination of coverage.**

This law applies to medical, dental and vision coverage beginning on July 1, 2000 under Section 10002(d) of COBRA.

If you have any questions about the law please contact Erisa COBRA Unit at 1-855-618-1800.

FAQs for Employees about COBRA Continuation Health Coverage

U.S. Department of Labor
Employee Benefits Security Administration
March 2011

Q1: What is COBRA continuation health coverage?

Congress passed the landmark Consolidated Omnibus Budget Reconciliation Act (COBRA) health benefit provisions in 1986. The law amends the Employee Retirement Income Security Act, the Internal Revenue Code and the Public Health Service Act to provide continuation of group health coverage that otherwise might be terminated.

Q2: What does COBRA do?

COBRA provides certain former employees, retirees, spouses, former spouses, and dependent children the right to temporary continuation of health coverage at group rates. This coverage, however, is only available when coverage is lost due to certain specific events. Group health coverage for COBRA participants is usually more expensive than health coverage for active employees, since usually the employer pays a part of the premium for active employees while COBRA participants generally pay the entire premium themselves. It is ordinarily less expensive, though, than individual health coverage.

Q3: Who is entitled to benefits under COBRA?

There are three elements to qualifying for COBRA benefits. COBRA establishes specific criteria for plans, qualified beneficiaries, and qualifying events:

Plan Coverage - Group health plans for employers with 20 or more employees on more than 50 percent of its typical business days in the previous calendar year are subject to COBRA. Both full and part-time employees are counted to determine whether a plan is subject to COBRA. Each part-time employee counts as a fraction of an employee, with the fraction equal to the number of hours that the part-time employee worked divided by the hours an employee must work to be considered full time.

Qualified Beneficiaries - A qualified beneficiary generally is an individual covered by a group health plan on the day before a qualifying event who is either a employee, the employee's spouse, or an employee's dependent child. In certain cases, a retired employee, the retired employee's spouse, and the retired employee's dependent children may be qualified beneficiaries. In addition, any child born to or placed for adoption with a covered employee during the period of COBRA coverage is considered a qualified beneficiary. Agents, independent contractors, and directors who participate in the group health plan may also be qualified beneficiaries.

Qualifying Events - Qualifying events are certain events that would cause an individual to lose health coverage. The type of qualifying event will determine who the qualified beneficiaries are and the amount of time that a plan must offer the health coverage to them under COBRA. A plan, at its discretion, may provide longer periods of continuation coverage.

Qualifying Events for Employees:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying Events for Spouses:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee
- Covered employee's becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying Events for Dependent Children:

- Loss of dependent child status under the plan rules
- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee
- Covered employee's becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Q4: How does a person become eligible for COBRA continuation coverage?

To be eligible for COBRA coverage, you must have been enrolled in your employer's health plan when you worked and the health plan must continue to be in effect for active employees. COBRA continuation coverage is available upon the occurrence of a qualifying event that would, except for the COBRA continuation coverage, cause an individual to lose his or her health care coverage.

Q5: What process must individuals follow to elect COBRA continuation coverage?

Employers must notify plan administrators of a qualifying event within 30 days after an employee's death, termination, reduced hours of employment or entitlement to Medicare. A qualified beneficiary must notify the plan administrator of a qualifying event within 60 days after divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules. Plan participants and beneficiaries generally must be sent an election notice not later than 14 days after the plan administrator receives notice that a qualifying event has occurred. The individual then has 60 days to decide whether to elect COBRA continuation coverage. The person has 45 days after electing coverage to pay the initial premium.

Q6: How long after a qualifying event do I have to elect COBRA coverage?

Qualified beneficiaries must be given an election period during which each qualified beneficiary may choose whether to elect COBRA coverage. Each qualified beneficiary may independently elect COBRA coverage. A covered employee or the covered employee's spouse may elect COBRA coverage on behalf of all other qualified beneficiaries. A parent or legal guardian may elect on behalf of a minor child.

Qualified beneficiaries must be given at least 60 days for the election. This period is measured from the later of the coverage loss date or the date the COBRA election notice is provided by the employer or plan administrator. The election notice must be provided in person or by first class mail within 14 days after the plan administrator receives notice that a qualifying event has occurred.

Q7: How do I file a COBRA claim for benefits?

Health plan rules must explain how to obtain benefits and must include written procedures for processing claims. Claims procedures must be described in the Summary Plan Description. You should submit a claim for benefits in accordance with the plan's rules for filing claims. If the claim is denied, you must be given notice of the denial in writing generally within 90 days after the claim is filed. The notice should state the reasons for the denial, any additional information needed to support the claim, and procedures for appealing the denial. You will have at least 60 days to appeal a denial and you must receive a decision on the appeal generally within 60 days after that. Contact the plan administrator for more information on filing a claim for benefits. Complete plan rules are available from employers or benefits offices. There can be charges up to 25 cents a page for copies of plan rules.

Q8: Can individuals qualify for longer periods of COBRA continuation coverage?

Yes, disability can extend the 18 month period of continuation coverage for a qualifying event that is a termination of employment or reduction of hours. To qualify for additional months of COBRA continuation coverage, the qualified beneficiary must:

- Have a ruling from the Social Security Administration that he or she became disabled within the first 60 days of COBRA continuation coverage
- Send the plan a copy of the Social Security ruling letter within 60 days of receipt, but prior to expiration of the 18-month period of coverage. If these requirements are met, the entire family qualifies for an additional 11 months of COBRA continuation coverage. Plans can charge 150% of the premium cost for the extended period of coverage.

Q9: Is a divorced spouse entitled to COBRA coverage from their former spouses' group health plan?

Under COBRA, participants, covered spouses and dependent children may continue their plan coverage for a limited time when they would otherwise lose coverage due to a particular event, such as divorce (or legal separation). A covered employee's spouse who would lose coverage due to a divorce may elect continuation coverage under the plan for a maximum of 36 months. A qualified beneficiary must notify the plan administrator of a qualifying event within 60 days after divorce or legal separation. After being notified of a divorce, the plan administrator must give notice, generally within 14 days, to the qualified beneficiary of the right to elect COBRA continuation coverage. Divorced spouses may call their plan administrator or the EBSA Toll-Free number, 1-866-444-3272 if they have questions about COBRA continuation coverage or their rights under ERISA.

Q10: If I waive COBRA coverage during the election period, can I still get coverage at a later date?

If a qualified beneficiary waives COBRA coverage during the election period, he or she may revoke the waiver of coverage before the end of the election period. A beneficiary may then elect COBRA coverage. Then, the plan need only provide continuation coverage beginning on the date the waiver is revoked.

Q11: Under COBRA, what benefits must be covered?

Qualified beneficiaries must be offered coverage identical to that available to similarly situated beneficiaries who are not receiving COBRA coverage under the plan (generally, the same coverage that the qualified beneficiary had immediately before qualifying for continuation coverage). A change in the benefits under the plan for the active employees will also apply to qualified beneficiaries. Qualified beneficiaries must be allowed to make the same choices given to non-COBRA beneficiaries under the plan, such as during periods of open enrollment by the plan.

Q12: When does COBRA coverage begin?

COBRA coverage begins on the date that health care coverage would otherwise have been lost by reason of a qualifying event.

Q13: How long does COBRA coverage last?

COBRA establishes required periods of coverage for continuation health benefits. A plan, however, may provide longer periods of coverage beyond those required by COBRA. COBRA beneficiaries generally are eligible for group coverage during a maximum of 18 months for qualifying events due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage. Coverage begins on the date that coverage would otherwise have been lost by reason of a qualifying event and will end at the end of the maximum period. It may end earlier if:

- Premiums are not paid on a timely basis
- The employer ceases to maintain any group health plan
- After the COBRA election, coverage is obtained with another employer group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition of such beneficiary. However, if other group health coverage is obtained prior to the COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.
- After the COBRA election, a beneficiary becomes entitled to Medicare benefits. However, if Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election. Although COBRA specifies certain periods of time that continued health coverage must be offered to qualified beneficiaries, COBRA does not prohibit plans from offering continuation health coverage that goes beyond the COBRA periods.

Some plans allow participants and beneficiaries to convert group health coverage to an individual policy. If this option is generally available from the plan, a qualified beneficiary who pays for COBRA coverage must be given the option of converting to an individual policy at the end of the COBRA continuation coverage period. The option must be given to enroll in a conversion health plan within 180 days before COBRA coverage ends. The premium for a conversion policy may be more expensive than the premium of a group plan, and the conversion policy may provide a lower level of coverage. The conversion option, however, is not available if the beneficiary ends COBRA coverage before reaching the end of the maximum period of COBRA coverage.

Q14: Who pays for COBRA coverage?

Beneficiaries may be required to pay for COBRA coverage. The premium cannot exceed 102 percent of the cost to the plan for similarly situated individuals who have not incurred a qualifying event, including both the portion paid by employees and any portion paid by the employer before the qualifying event, plus 2 percent for administrative costs. For qualified beneficiaries receiving the 11 month disability extension of coverage, the premium for those additional months may be increased to 150 percent of the plan's total cost of coverage. COBRA premiums may be increased if the costs to the plan increase but generally must be fixed in advance of each 12-month premium cycle. The plan must allow you to pay premiums on a monthly basis if you ask to do so, and the plan may allow you to make payments at other intervals (weekly or quarterly).

The initial premium payment must be made within 45 days after the date of the COBRA election by the qualified beneficiary. Payment generally must cover the period of coverage from the date of COBRA election retroactive to the date of the loss of coverage due to the qualifying event. Premiums for successive periods of coverage are due on the date stated in the plan with a minimum 30-day grace period for payments. Payment is considered to be made on the date it is sent to the plan. If premiums are not paid by the first day of the period of coverage, the plan has the option to cancel coverage until payment is received and then reinstate coverage retroactively to the beginning of the period of coverage. If the amount of the payment made to the plan is made in error but is not significantly less than the amount due, the plan is required to notify you of the deficiency and grant a reasonable period (for this purpose, 30 days is considered reasonable) to pay the difference. The plan is not obligated to send monthly premium notices.

COBRA beneficiaries remain subject to the rules of the plan and therefore must satisfy all costs related to co-payments and deductibles, and are subject to catastrophic and other benefit limits.

Q15: If I elect COBRA, how much do I pay?

When you were an active employee, your employer may have paid all or part of your group health premiums. Under COBRA, as a former employee no longer receiving benefits, you will usually pay the entire premium amount, that is, the portion of the premium that you paid as an active employee and the amount of the contribution made by your employer. In addition, there may be a 2 percent administrative fee.

While COBRA rates may seem high, you will be paying group premium rates, which are usually lower than individual rates.

Since it is likely that there will be a lapse of a month or more between the date of layoff and the time you make the COBRA election decision, you may have to pay health premiums retroactively—from the time of separation from the company. The first premium, for instance, will cover the entire time since your last day of employment with your former employer. You should also be aware that it is your responsibility to pay for COBRA coverage even if you do not receive a monthly statement. Although they are not required to do so, some employers may subsidize COBRA coverage.

Q16: Is the COBRA Premium Reduction (Subsidy) still available to individuals who have lost their jobs?

The American Recovery and Reinvestment Act (ARRA) provided a COBRA premium reduction for eligible individuals who were involuntarily terminated from employment through the end of May 2010. Due to the statutory sunset, the COBRA premium reduction under ARRA is not available for individuals who experience involuntary terminations after May 31, 2010. However, individuals who qualified on or

before May 31, 2010 may continue to pay reduced premiums for up to 15 months, as long as they are not eligible for another group health plan or Medicare.

Individuals who believe they have been incorrectly denied the subsidy may request the Employee Benefits Security Administration to review their denial and issue a determination within 15 business days. The [application](#) to request a review is available on this Web site.

Q17: I have been on COBRA with the 65% premium subsidy for almost 15 months, what should I do?

Those individuals who qualified for the premium reduction were only required to pay 35 percent of the COBRA premium otherwise due to the plan. This premium reduction is available for up to 15 months. If your COBRA continuation coverage lasts for more than 15 months, you will need to pay the full amount to continue your COBRA continuation coverage. If you are unsure when your 15 months of premium assistance ends or how much the new premium is, contact your plan right away so that you can make sure you pay the correct amount for the correct time period. If you do not make the full payment within the correct time period, your COBRA coverage can be canceled.

Q18: What if I cannot afford to pay the full premium for the remaining 3 months?

It is very important to pay the remaining 3 months if at all possible, as you lose some health coverage rights or options if your COBRA is terminated for non-payment. Individuals who exhaust their COBRA are eligible to obtain coverage through state high risk pools and also qualify for special enrollment in a spouse's plan. These rights are lost if an individual's COBRA is terminated for nonpayment. (Note: If a person becomes eligible for coverage in a new employer's plan or spouse's plan, they lose eligibility for the subsidy and are required to notify their COBRA provider of their eligibility for the other coverage.) If you have limited income and resources (assets), you may want to contact your state to determine if you are eligible for Medicaid or other programs that may assist you in obtaining assistance with health coverage.

Q19: Can I receive COBRA benefits while on FMLA leave?

The Family and Medical Leave Act, effective August 5, 1993, requires an employer to maintain coverage under any group health plan for an employee on FMLA leave under the same conditions coverage would have been provided if the employee had continued working. Coverage provided under the FMLA is not COBRA coverage, and FMLA leave is not a qualifying event under COBRA. A COBRA qualifying event may occur, however, when an employer's obligation to maintain health benefits under FMLA ceases, such as when an employee notifies an employer of his or her intent not to return to work.

Further information on FMLA is available from the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, U.S. Department of Labor.

Q20: What is the Federal Government's role in COBRA?

COBRA continuation coverage laws are administered by several agencies. The Departments of Labor and Treasury have jurisdiction over private-sector health group health plans. The Department of Health and Human Services administers the continuation coverage law as it affects public-sector health plans. The Labor Department's interpretive and regulatory responsibility is limited to the disclosure and notification requirements of COBRA. If you need further information on your disclosure or notification rights under a private-sector plan, or about ERISA generally, telephone EBSA's Toll-Free number at: 1-866-444-3272.

The Internal Revenue Service, Department of the Treasury, has issued regulations on COBRA provisions relating to eligibility, coverage and premiums in 26 CFR Part 54, Continuation Coverage Requirements Applicable to Group Health Plans. Both the Departments of Labor and Treasury share jurisdiction for enforcement of these provisions.

The Center for Medicare and Medicaid Services offers information about COBRA provisions for public sector employees. You can write them at this address:

Centers for Medicare and Medicaid Services
7500 Security Boulevard
Mail Stop C1-22-06
Baltimore, MD 21244-1850
Tel 1-877-267-2323 x61565

Q21: How do I find out about COBRA coverage and how do I elect to take it?

Employers or health plan administrators must provide an initial general notice if you are entitled to COBRA benefits. You probably received the initial notice about COBRA coverage when you were hired. When you are no longer eligible for health coverage, your employer has to provide you with a specific notice regarding your rights to COBRA continuation benefits. Employers must notify their plan administrators within 30 days after an employee's termination or after a reduction in hours that causes an employee to lose health benefits.

The plan administrator must provide notice to individual employees of their right to elect COBRA coverage within 14 days after the administrator has received notice from the employer. You must respond to this notice and elect COBRA coverage by the 60th day after the written notice is sent or the day health care coverage ceased, whichever is later. Otherwise, you will lose all rights to COBRA benefits.

Spouses and dependent children covered under your health plan have an independent right to elect COBRA coverage upon your termination or reduction in hours. If, for instance, you have a family member with an illness at the time you are laid off, that person alone can elect coverage.

FAQs about your EAP (Employee Assistance Program)

At The Solutions Group, we understand the complex challenges facing employees at all types of organizations. Whether you are dealing with issues that are personal or work-related, your Employee Assistance Program (EAP) can help. Our goal is to help you problem-solve by offering short-term counseling, assessment and referral. (4.U)



What is my Employee Assistance Program (EAP) Benefit?

The EAP is a free and confidential professional counseling program designed to assist employees and their eligible dependents with personal or work-related problems that may adversely affect job performance, health and or overall wellbeing. Our counselors are licensed professionals with extensive experience in the field of brief counseling.

Who can use my EAP?

EAP benefits are available to State of New Mexico employees and eligible dependents. Each employee and their dependent(s) receive up to six sessions per occurrence. The benefit is available upon date of hire. Should the issue warrant more long-term counseling, our counselors will refer you to your behavioral health benefit where a co-pay may be required.

What types of issues do you address?

We offer personalized solutions for issues including but not limited to:

Marital Conflicts	Anxiety	Depression
Drug/Alcohol Abuse	Grief and Loss	Relationship Issues
Family Challenges	Conflict Resolution	Child/Elder Care
Workplace Issues	Gambling	

Can I access the EAP if I've been terminated?

The EAP is accessible to terminated employees for 6 months following the date of termination. Employees and family members who access the EAP within this 6-month period will have a full year from the date of first visit to complete all six counseling sessions.

Can I contact The Solutions Group for referrals to community services or resources?

Yes. Employees and eligible dependents may contact The Solutions Group by phone at any time to explore available resources. Phone sessions that exceed 30 minutes will count toward the six available counseling sessions.

What does it cost?

The benefit is pre-paid by the State of New Mexico and is free to employees and eligible dependents.

Are services confidential?

Yes; all EAP services are confidential. Your written permission is required to authorize the release of your personal information. Exceptions include the possibility of harm to self/others, abuse of any kind, or subpoena by a court of law.

What if my experience with The Solutions Group is unsatisfactory?

At The Solutions Group we pride ourselves on paying close attention to the needs of both employers and their employees. If you have a negative experience with our organization, please contact us directly or reach out to your human resources department. We will investigate the complaint and make every effort resolve the situation quickly. If you find a counselor is not a good "fit" for you, simply ask to be booked with another The Solutions Group counselor.

How do I contact the EAP?

To schedule an appointment with an EAP counselor, please call 1-855-231-7737. After-hours access is also available 24/7/365.



The
Solutions
Group

Employee Assistance Services

Marital Conflict	Workplace Issues	Depression
Drug/Alcohol Abuse	Grief and Loss	Relationship Issues
Family Challenges	Conflict Resolution	Child/Elder Care
Anxiety	Gambling	Other Concerns

Employee assistance program services are free, confidential and provided by licensed professionals.

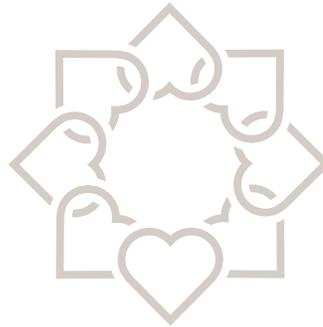
A division of Presbyterian Healthcare Services

Employee Assistance Services

Marital Conflict	Workplace Issues	Depression
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A division of Presbyterian Healthcare Services



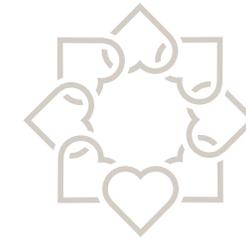
To access your EAP, please call 1-855-231-7737 to schedule an appointment. Counselors are also available by phone after hours.



1240 Pennsylvania NE, Suite C, Albuquerque, NM 87110

PHONE / 1-855-231-7737 FAX / 505.254.3535

WEB / solutionsbiz.com LOGIN / SONMEAP



Personalized solutions for life's challenges.

- marital conflict
- drug/alcohol abuse
- family challenges
- anxiety
- workplace issues
- grief and loss
- conflict resolution
- gambling
- depression
- relationship issues
- child/elder care
- other concerns



A division of Presbyterian Healthcare Services

Short-term counseling, assessment and referral for all employees, family members and eligible dependents.



Employee Assistance Program

What is my EAP Benefit?

The Employee Assistance Program (EAP) is a free and confidential counseling service designed to assist employees with personal problems that might adversely affect their job performance, health and well-being. All of our counselors are licensed professionals with extensive experience in the field of short-term counseling.

Our goal is to help you problem-solve within the number of sessions allowed by your EAP benefit. If the issues require additional services, our counselors will help you access your mental health benefits, community resources, self-help groups or other services quickly and efficiently.

Who can use the EAP?

Employees, family members and eligible dependents can utilize EAP benefits.

What does it cost?

Your employer has pre-paid for this benefit, so it is free to all employees, family members and eligible dependents.

Are services confidential?

All EAP services are confidential. Your written permission is required to authorize the release of your personal information.



From time to time, employees in all types of organizations face complex personal challenges that cause intense stress. As your EAP provider, our primary focus is to help employees find accessible solutions that will ultimately help to improve their overall quality of life.



1240 Pennsylvania NE, Suite C, Albuquerque, NM 87110

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(4.V)

YOU WANT TO SPOIL YOUR GRANDKIDS SOME DAY, NOT HAVE TO LIVE WITH THEM.

Plan today so you can enjoy tomorrow. The New Mexico Deferred Comp plan is a great place to start saving for your future. It offers:

- Tax deferred investing
- PERA Board oversight
- Low administration fees

Learn more! Contact your local representatives at **1-866-827-NMEX** (6639).

Paul Lium

1-505-321-2239

(Northern New Mexico)

Clayton Puckett

1-505-362-8814

(Central New Mexico)

Linda Miller

1-575-520-2660

(Southern New Mexico)

Information from Retirement Specialists is for educational purposes only and should not be considered investment advice.

Retirement Specialists are registered representatives of Nationwide Investment Services Corporation: Member FINRA.

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NRM-9423NM-NM (10/12)





ENROLLING IN THE PLAN IS VERY EASY!!

To better serve your needs when enrolling please complete the form as shown.

Section 1: Always include your Social Security Number, Name, Home Address and all other identifying and contact information to help us correctly establish your new account. If you are reporting a change in your name, acceptable legal proof of the change must accompany this form. (E.g., Copy of marriage certificate, driver's license, order of legal name change from court).

Section 3 & 4: Mark the "Type of Request" and list the dollar amount you wish to change from (under "OLD") and the dollar amount you wish to change to (under "NEW"). Also, you may write in the date you wish to have your first deferral take effect. (Generally, deferrals can start or increase no earlier than the first day of the month following the month this application is signed.)

Section 9: The Fund Section is only for new enrollments. We can help you select your fund choices. Call us at 1-866-827-NMEX (6639).

Section 10 Beneficiary Selection: Be sure to complete this area. If you have more than two beneficiaries, you may include a signed attachment.

Section 2: Please print the Employer (Entity) Number, Name and Address of your department and payroll contact information to ensure that your form will be sent to the proper payroll office. If you need assistance with this information, please call us at 1-866-827-NMEX(6639).

Section 5: Please check the box that applies to how often you are paid.

Section 6: If you want to establish an annual automatic deferral increase, please complete this section. Check with your payroll center for availability.

Section 7: Not sure about the "Catch-Up"? Check with your Retirement Specialist for provisions or call us at 1-866-827-NMEX(6639) for assistance.

Note: You may consolidate other pre-tax retirement plan assets into your Deferred Compensation Plan. For more information, check the box to have a Retirement Specialist contact you to discuss your options.

Signature Section: To eliminate processing delays, please be sure to sign and date this form before mailing it. All unsigned forms will be returned to you for your signature.

The form is titled "NEW MEXICO DEFERRED COMPENSATION PLAN" and "PARTICIPATION AGREEMENT, PAYROLL DEDUCTION AUTHORIZATION and SERVICE REQUEST for DEFERRED COMPENSATION PLAN". It includes sections for:

- Section 1:** Personal information (Social Security Number, State ID Number, Name, Address, Home Phone, Occupation, Work Phone).
- Section 2:** Employer information (Entity Number, Employer Name, Agency Name, Employer Address, Payroll Center Name, Payroll Center Phone).
- Section 3:** Type of Request (New, Change, Reinstatement).
- Section 4:** Deferral Summary (Amount to Funding Options, SUB TOTAL, SPECIAL, TOTAL DEFERRAL, Start/Stop dates).
- Section 5:** Payroll Frequency (Weekly, Bi-Weekly, Monthly, Other, Semi-Monthly).
- Section 6:** Automatic Increase (Percentage or Dollar Increase).
- Section 7:** Catch-Up Provision Utilized (Yes/No).
- Section 8:** Enroll me in asset rebalancing.
- Section 9:** Funding Options (Asset Allocation, Specialty, International, Small Cap, Mid Cap, Large Cap, Balanced, Bonds, Fixed Cash).
- Section 10:** Beneficiary Selection (Primary/Contingent beneficiaries with names, addresses, and Social Security Numbers).

Please keep the last copy of this form for your records.

Call us at 1-866-827-NMEX(6639) for assistance.

Mail completed form to:

Nationwide Retirement Solutions, P. O. Box 28580, Santa Fe, NM 87592-9900

**THE STATE OF NEW MEXICO DEFERRED COMPENSATION PLAN
MEMORANDUM OF UNDERSTANDING**

The purpose of this memo is to ensure that you fully understand the major terms, restrictions and costs of the State of New Mexico Deferred Compensation Plan. However, it does not cover all the details of the Plan. Please refer to the Plan Document for specific details.

I understand and acknowledge the following:

1. I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document. The product information brochure and fund prospectuses are available upon request at www.newmexico457dc.com or by calling 1-866-827-NMEX(6639).
2. The total annual deferral amount to all 457 plans is the lesser \$17,500 or 100% of includible compensation. Under certain circumstances, additional amounts above the limit may be deferred into the Plan if (1) I will obtain age 50 or older during the calendar year, or (2) I am within three years of Normal Retirement Age and did not defer the maximum amount in prior years. The Plan Document provides additional details about deferral limits. Deferrals in excess of maximum amounts are not permitted and will be considered taxable income when refunded. It is my responsibility to ensure my deferrals do not exceed the annual limit. Contributions to other Section 457 plans may limit the maximum amount I may defer under the Plan.
3. I understand that by selecting the automatic increase option, my payroll contributions will automatically increase by the dollar or percentage amount selected annually in July.
4. I understand that all funds held pursuant to the Plan are held in a custodial account for my exclusive benefit or the benefit of my beneficiaries. I may withdraw funds from the Plan only upon severance from employment; at age 70 1/2 (if deferrals have stopped); upon an unforeseeable emergency approved by the Plan; or I may take a one time in-service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not deferred into the Plan for two or more years. In some cases withdrawal for purchase or repayment of service credits in a governmental defined benefit plan (pension) may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code and applicable regulations, some of which are expressed in the Plan Document. Amounts rolled into the Plan from another eligible retirement plan that are maintained in a separate Rollover Account may be distributed at any time, upon request.
5. Generally, my distributions must begin no later than April 1st following the year I reach age 70 1/2. If I work beyond age 70 1/2, generally, my distributions must begin no later than April 1st following the year I have a severance from employment or retire. Please consult your plan document for further details. All distributions are taxable as ordinary income and subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Sec. 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond my life expectancy. **Failure to meet minimum distribution requirements may result in the payment of 50% federal excise tax.**
6. The funds in my account may be eligible for rollover to a traditional IRA or to an eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Plan Administrator shall be responsible for those tax consequences.
7. No more than 25% of deferrals can be used to purchase life insurance.
8. I understand that all products are optional.
9. If an allocation is made to a closed or unavailable investment option, the allocation will be made to the default option, the New Mexico Stable Value Fund. If the total investment option allocation percentage equals less than 100%, the difference will be invested in the default option, the New Mexico Stable Value Fund. If the total investment option allocation percentage is greater than 100%, my application will be rejected and my allocations will not be processed.
10. The earliest your enrollment or contribution change can start is the first day of the month following your completed request. Please remember, your employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/Pay Center's responsibility to ensure deferrals do not commence too early.

ASSET ALLOCATION OPTIONS

The LifeCycle portfolios are comprised of underlying investment strategies available in the Plan on a stand alone basis. The Portfolios themselves are not registered investment options. The LifeCycle portfolios are administered by Nationwide Retirement Solutions according to direction provided by the Board of the Public Employees Retirement Association of New Mexico based on advice from Mercer Investment Consulting, Inc.

The LifeCycle portfolios are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying investment strategies that are made available in the Plan on a stand alone basis. Asset allocation does not guarantee returns or insulate you from potential losses. There are no additional fees associated with the LifeCycle portfolios, but you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying investment strategies in each portfolio.

STABLE VALUE OPTION

1. The State of New Mexico Stable Value Fund is composed of investments with Galliard Capital Management.
2. These assets, and all new money (effective July 1, 2012), will be invested with Galliard Capital Management.
3. The projected performance for the Galliard contracts will be combined to provide a blended return.

MUTUAL FUND OPTIONS

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. The value of amounts allocated to mutual fund options will vary depending upon the value of the chosen mutual funds and could result in either a gain or loss. I have received and reviewed the participating fund prospectuses. Some mutual funds may impose a short term trade fee. Please read the underlying prospectuses carefully.
3. I understand that pursuant to the Plan Document, deferred amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended.

ADMINISTRATION FEE

An annualized \$52.00 administration fee, billed quarterly, is charged and would reduce your account value. For new participants, this fee is waived for the first two quarters or until your account balance has reached \$1,000; whichever occurs sooner.



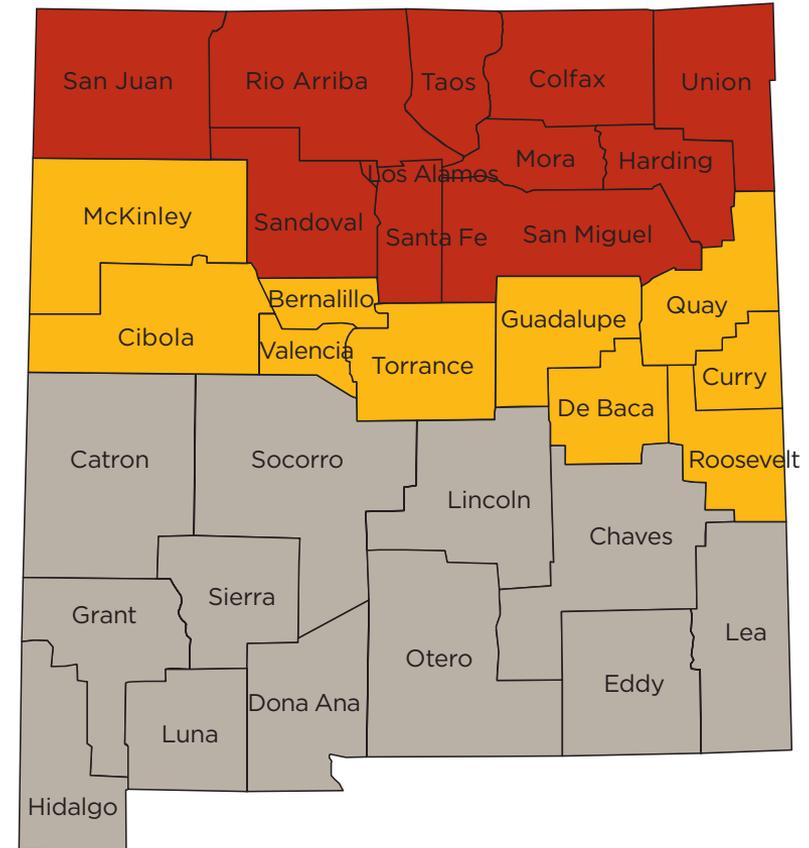
Retirement Specialist Regional Map

Want to enroll or learn more about the State of New Mexico Deferred Compensation Plan? We're here for you - literally! Call your Deferred Compensation Plan retirement specialist today.

- Jocelyn Hodes
 Northern NM Retirement Specialist
 505-321-2239
 Hodesj1@Nationwide.com

- Clayton Puckett
 Central NM Retirement Specialist
 505-362-8814
 Pucketc1@Nationwide.com

- Linda Miller
 Southern NM Retirement Specialist
 575-520-2660
 Millel45@Nationwide.com



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New Mexico Court Structure

Administrative Office of the Courts

Supervises all administrative matters for the Supreme Court in the Court's exercise of superintending control over the state's courts. Provides administrative support.

Supreme Court

5 Justices

Court of Last Resort

The Supreme Court consists of five Justices and is located in Santa Fe. This is the court of last resort and has superintending control over all inferior courts and attorneys licensed in the state. This court has mandatory appellate jurisdiction over: criminal matters in which the sentence imposed is life in prison or the death penalty, appeals from the Public Regulation Commission, appeals from the granting of writs of habeas corpus, appeals in actions challenging nominations, and removal of public officials. Discretionary jurisdiction: denials of petitions for writ of habeas corpus, petitions for writ of certiorari to the Court of Appeals, other extraordinary writ matters, and certified questions either from the Court of Appeals or federal courts.

Court of Appeals

10 Judges, who sit in panels of three

Intermediate Appellate Court

Ten judges preside, sitting in panels of three. This court has offices in Santa Fe and Albuquerque. This court has mandatory jurisdiction in: civil, non-capital criminal, juvenile cases; Discretionary jurisdiction in interlocutory decision cases and administrative agency appeals.

District Court (13 Districts)

94 judges

Court of General Jurisdiction

Ninety-four judges preside. There are thirteen different districts. These are courts of general jurisdiction which hold jury trials. This court will hear these types of cases: Tort, contract, real property rights, and estate. Exclusive domestic relations, mental health, appeals for administrative agencies and lower courts, miscellaneous civil Jurisdiction; Misdemeanor. Exclusive criminal appeals jurisdiction; Exclusive juvenile jurisdiction.

Magistrate Court

67 Judges

Court of Limited Jurisdiction

Sixty-seven judges preside. There are 54 magistrate courts. These are courts of limited jurisdiction. Jury trials. This court will hear these types of cases: Tort, contract, landlord/tenant rights (\$0-10,000); Felony preliminary hearings; Misdemeanor, DWI/DUI and other traffic violations.

Bernalillo County Metropolitan Court

19 Judges

Court of Limited Jurisdiction

Nineteen judges preside. This is a court of limited jurisdiction. Jury trials. This court will hear these types of cases: Tort, contract, landlord/tenant rights (\$0-10,000); Felony first appearances; Misdemeanor, DWI/DUI, Domestic Violence and other traffic violations.

Municipal Court

82 Judges

Court of Limited Jurisdiction

Eighty-two judges preside. There are eighty municipal courts. These are courts of limited jurisdiction. No jury trials. This court will hear these types of cases: Petty misdemeanors, DWI/DUI, traffic violations and other municipal ordinance violations.

Probate Court

33 Judges

Court of Limited Jurisdiction

Thirty-three judges. There are thirty-three counties. These are courts of limited jurisdiction. No jury trials. This court will hear these types of cases: Informal probate; Estate (Hears uncontested cases. Contested cases go to district court).

New Mexico Courts
The Judicial Branch of New Mexico
Administrative Office of the Courts - AOC

The Administrative Office of the Courts exists to enable the courts of New Mexico to accomplish their mission through:

- Ensuring that the courts have adequate, equitably distributed resources.
- Ensuring that the courts have and use current technology.
- Providing a fair and equitable statewide human resources system.
- Developing and implementing improved court processes and supporting courts in their use.
- Collecting and providing information on and for the courts managing and accounting for the collection of revenue.
- Ensuring sound financial, budgeting and procurement practices in the management of court resources.
- Providing administrative support for the magistrate courts.
- Maintaining liaison with the legislative and executive branches of state government.

Arthur W. Pepin, AOC Director
Patrick Simpson, AOC Deputy Director
Oscar Arevalo, Fiscal Services Director
Louise Baca-Sena, Court Services Division Director
Rosemary McCourt, Magistrate Court Division Director
Lynette Paulman-Rodriguez, Human Resources Division Director
Greg Saunders, Judiciary CIO

(5.C)

New Mexico Courts
The Judicial Branch of New Mexico
Human Resource Staff

 Phone: (505) 827-4810

 Fax Number: (505) 827-8091

<p>AOC HR Director</p> <p>The AOC HR Director provides statewide HR direction and oversight, and manages the operations of the AOC Human Resources Division; and investigates allegations of harassment, retaliation and discrimination.</p>	<p>Lynette Paulman-Rodriguez (505) 827-4773 aoclpr@nmcourts.gov</p>
<p>AOC HR Administrators</p> <p>The Human Resource Administrators, pursuant to NM Judicial Branch Personnel Rules, review and recommend approval of personnel actions governed by the AOC. Serve as lead in statewide HR projects. Provide statewide HR support in areas such as recruitment, position allocation and reclassification. Manage assigned Magistrate Courts, AOC and JID general human resources needs which include: employee benefit and payroll administration, PERA, employee discipline, FMLA, leave donations and application of federal and state rules, regulations, policies and procedures.</p>	<p>Loreen Mendiola AOC HRD Supervisor (505) 827-4938 aoclom@nmcourts.gov</p> <p>Lanora Velez (505) 827-4801 aocljv@nmcourts.gov</p> <p>Max Rodriguez (505) 827-4937 aocmtr@nmcourts.gov</p> <p>Lisa Zold (505) 827-5009 aocljz@nmcourts.gov</p>
<p>AOC HR Project Manager</p>	<p>Tamara Roybal (505) 827-4956 aocar@nmcourts.gov</p>
<p>HR Generalist</p>	<p>Victoria Galvan (505) 827-4810 aocvfg@nmcourts.gov</p>

ADMINISTRATIVE OFFICE OF THE COURTS HUMAN RESOURCES DIVISION

Job Postings, Performance Evaluations Process, Investigations of Complaints, Position Classification, Personnel Rule Compliance

Lisa Zold

AOC HR Administrator

Office - 827-5009

E-mail - aocljz@nmcourts.gov

[FMLA inquiries]

Judicial Information Division (JID)

Warrant Enforcement

MAGISTRATE COURTS

Catron	Reserve
Colfax	Springer
De Baca	Fort Sumner
Harding	Roy
Hidalgo	Lordsburg
Guadalupe	Santa Rosa
Lea	Hobbs, Eunice, Tatum, Jal
Lincoln	Ruidoso, Carrizozo
Los Alamos	Los Alamos
Luna	Deming
Mora	Mora
Torrance	Moriarty
Union	Clayton

DISTRICT COURTS

First Judicial District Court-Santa Fe County
Second Judicial District Court-Bernalillo County
Sixth Judicial District Court-Grant, Hidalgo, Luna
Counties
Eighth Judicial District Court-Taos County
Tenth Judicial District Court-Quay, DeBaca, and
Harding Counties

Victoria Galvan

HR Generalist

Office - 827-4810

E-mail - aocvfg@nmcourts.gov

[Payroll Inquiries]

Updated: February 2016

Max Rodriguez

AOC HR Administrator

Office - 827-4937

E-mail - aocmtr@nmcourts.gov

[EE Performance Planning & Evaluation inquiries]

Court of Appeals

NM State Law Library

Compilation Commission

Judicial Standards Commission

Supreme Court

Supreme Court Building Commission

MAGISTRATE COURTS

Chaves	Roswell
Cibola	Grants
Colfax	Raton
Eddy	Artesia, Carlsbad
Grant	Silver City, Bayard
Otero	Alamogordo
San Juan	Farmington
Santa Fe	Santa Fe, Pojoaque
Socorro	Socorro
Taos	Taos

DISTRICT COURTS

Third Judicial District Court-Dona Ana County
Fifth Judicial District Court-Eddy, Chavez, Lea
Counties
Seventh Judicial District Court-Socorro County
Twelfth Judicial District Court-Lincoln & Otero
Counties
Thirteenth Judicial District Court-Cibola, Sandoval,
and Valencia Counties
Bernalillo County Metropolitan Court

Loreen Mendiola

AOC HR Supervisor

Office - 827-4938

E-mail - aoclom@nmcourts.gov

[FMLA & Vacancy Report inquiries]

Lanora Velez

AOC HR Administrator

Office - 827-4801

E-mail - aocljv@nmcourts.gov

[Unemployment & Annual Leave Donations inquiries]

Administrative Office of the Courts

MAGISTRATE COURTS

Curry	Clovis
Dona Ana & Circuit	Las Cruces/Anthony
Lea	Lovington
McKinley	Gallup
Quay	Tucumcari
Rio Arriba	Espanola, Chama
Roosevelt	Portales
Sandoval	Bernalillo, Cuba
San Juan	Aztec
San Miguel	Las Vegas
Sierra	Truth or Consequences
Valencia	Belen, Los Lunas

DISTRICT COURTS

Fourth Judicial District Court-San Miguel and
Guadalupe Counties
Ninth Judicial District Court-Curry County
Eleventh Judicial District Court-San Juan &
McKinley Counties

Tamara Roybal

AOC HR Project Manager

Office - 827-4956

E-mail - aocstar@nmcourts.gov

[Workers Comp. & Loss Control inquiries]

Lynette Paulman-Rodriguez

AOC HR Director

Office - 827-4773

E-mail - aoclpr@nmcourts.gov

AOC HRD Facsimile: 505/827-8091

**Important Email Lists
June 12, 2014**

Justice@nmcourts.gov

For all judicial branch employees. List administrators are Steve Prisoc and Patty Wolff.

Supreme_court_justices@nmcourts.gov

Only for Supreme Court Justices. Joey Moya is list administrator.

COA_judges@nmcourts.gov

Only for Court of Appeals Judges. List administrator is the JID mailman.

Djudge@nmcourts.gov

Only for District Court Judges. List administrators are Patty Wolff and Deborah Dungan.

Metrojudge@nmcourts.gov

Only for Bernalillo County Metropolitan Court Judges. List administrators are Patty Wolff and Deborah Dungan.

Mjudge@nmcourts.gov

Only for Magistrate Court Judges. List administrators are Charles Padilla and Patrick Perea.

Childrens_Court_Judges@nmcourts.gov

List administrators are Angela Peinado, Kristen Frue, and Senior Justice Maes.

Drug_Court_Judges@nmcourts.gov

List administrator is Peter Bochert.

Patty is the administrator of the following lists:

CJC@nmcourts.gov

Only for Chief Justice, Chief Judges, Budget Committee Chair, and Supreme Court Justices.

CJCCopies@nmcourts.gov

For judges and support staff who wish to receive copies of CJC meeting agendas and minutes.

Budget_Committee@nmcourts.gov

Only for Budget Committee members.

Budget_Committee_Copies@nmcourts.gov

For judges and support staff who wish to receive copies of Budget Committee agendas and minutes.

AOC@nmcourts.gov and AOC+JID@nmcourts.gov

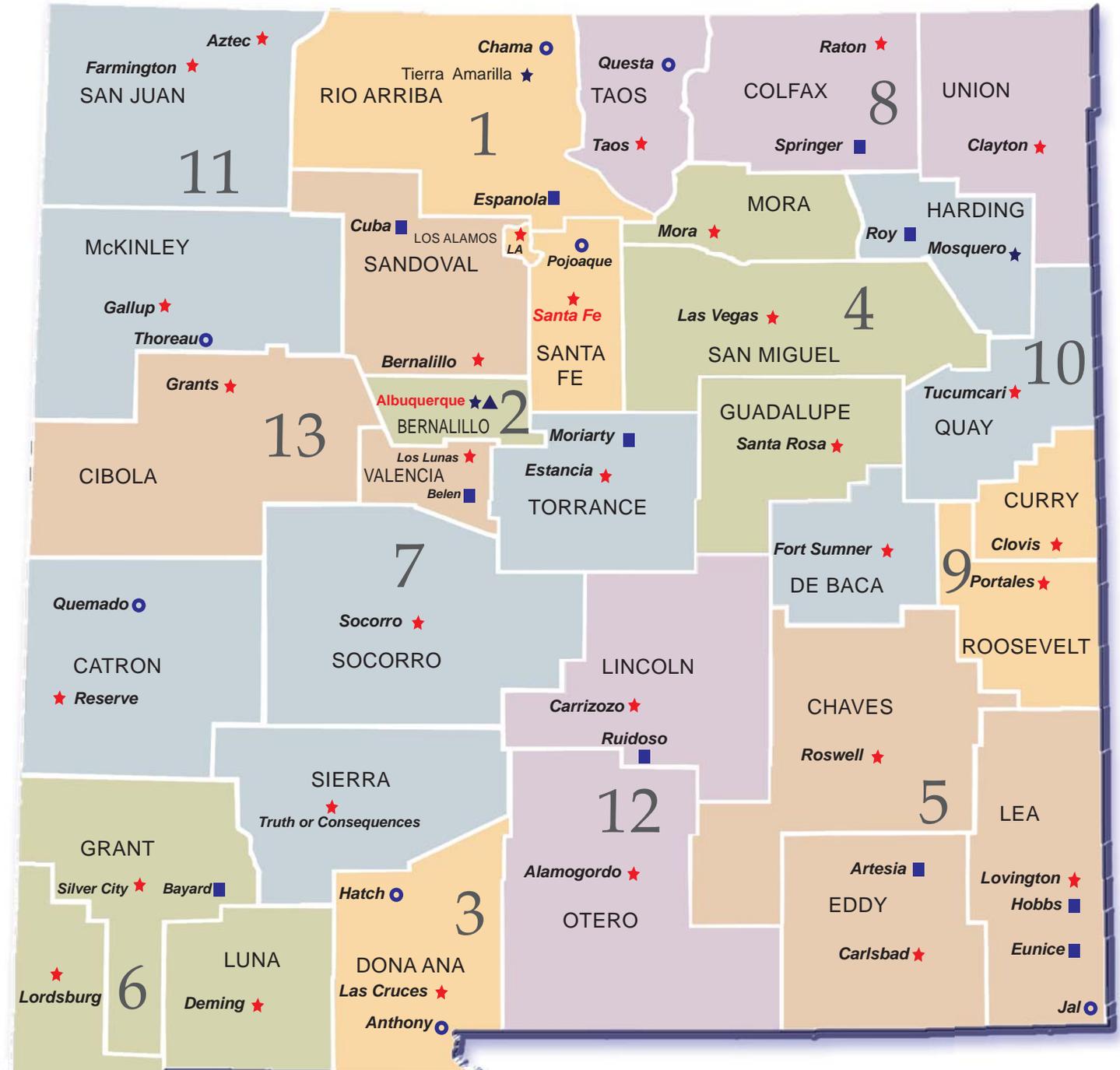
For all AOC and AOC/JID staff.

You can subscribe to an email list by taking these steps:

1. Go to: <http://inside.nmcourts.gov>
2. Click on "JID Help Links" on left side menu: <http://inside.nmcourts.gov/web/jidhelp/>
3. Click on "Mailing List Interface:" <http://mailman.nmcourts.gov/mailman/listinfo>
4. If you are qualified to join the list, click on the list name to subscribe.
5. Type in your email address and full name ("Judge John Doe") in the gray colored section.
No need for password.

If you have email list problems, consult your administrative staff or email the JID help desk at helpdesk@nmcourts.gov.

NEW MEXICO STATE COURTS



- 1st Judicial District Court**
Santa Fe, Rio Arriba & Los Alamos
- 2nd Judicial District Court**
Bernalillo
- 3rd Judicial District Court**
Doña Ana
- 4th Judicial District Court**
San Miguel, Mora & Guadalupe
- 5th Judicial District Court**
Chaves, Eddy & Lea
- 6th Judicial District Court**
Grant, Hidalgo & Luna
- 7th Judicial District Court**
Torrance, Socorro, Catron & Sierra

- 8th Judicial District Court**
Taos, Colfax & Union
- 9th Judicial District Court**
Curry & Roosevelt
- 10th Judicial District Court**
Harding, De Baca & Quay
- 11th Judicial District Court**
San Juan & McKinley
- 12th Judicial District Court**
Otero & Lincoln
- 13th Judicial District Court**
Cibola, Sandoval & Valencia
- Bernalillo County Metropolitan Court**
Albuquerque

Supreme Court
Santa Fe
Court Of Appeals
Santa Fe & Albuquerque

- ★ District & Magistrate Courts
- ★ District Courts
- ▲ Metropolitan Court
- Magistrate Full Courts
- Magistrate Circuit Courts

09/16/13-clr

2016 STATE EMPLOYEE CALENDAR

(5.G)

- Paydays
- Holidays
- Pay Period Ends

JANUARY 2016							FEBRUARY 2016							MARCH 2016							APRIL 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6			1	2	3	4	5						1	2
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
24	25	26	27	28	29	30	28	29						27	28	29	30	31			24	25	26	27	28	29	30
31																											

MAY 2016							JUNE 2016							JULY 2016							AUGUST 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
														31													

SEPTEMBER 2016							OCTOBER 2016							NOVEMBER 2016							DECEMBER 2016						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1			1	2	3	4	5					1	2	3	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

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IN THE SUPREME COURT OF THE STATE OF NEW MEXICO

TO: ALL STATE JUDICIAL BRANCH EMPLOYEES
FROM: CHIEF JUSTICE BARBARA J. VIGIL *BJV*
RE: 2016 AMENDED HOLIDAY SCHEDULE
DATE: JANUARY 7, 2016

M E M O R A N D U M

The following legal public holidays will be observed by the Judicial Branch of

Government in **2016**:

New Year's Day 2016	will be observed on Friday, January 1, 2016
MLK Jr. Day	will be observed on Monday, January 18, 2016
Presidents' Day	will be observed on <u>Friday, November 25, 2016</u>
Memorial Day	will be observed on Monday, May 30, 2016
Independence Day	will be observed on Monday, July 4, 2016
Labor Day	will be observed on Monday, September 5, 2016
Columbus Day	will be observed on Monday, October 10, 2016
Veteran's Day	will be observed on Friday, November 11, 2016
Thanksgiving Day	will be observed on Thursday, November 24, 2016
Christmas Day	will be observed on Monday, December 26, 2016
New Year's Day 2017	will be observed on Monday, January 2, 2017

**Please post this memorandum to inform judicial employees
of the established holiday schedule.**

Arthur Pepin, Director
Lynette Paulman-Rodriguez, HR Director



237 Don Gaspar, Room 25
Santa Fe, NM 87501
505-827-4810

Benefits Worth Form

Fill in the highlighted sections to determine your benefits worth. All other information will be auto populated for you.

A) To begin enter your hourly salary here. Hourly Salary = \$

B) To figure your annual salary take your hourly salary and multiply it by 2080. It is been calculated for you. Annual Salary = \$

Note: These figures will be used to calculate benefit \$ as shown below.

1) FICA/Medicare Taxes: Currently 6.2%/1.45% of gross pay up to a maximum of (see payroll officer for annual maximum).
The state must match the amount you pay by payroll deductions. **State's annual FICA contribution:** \$

2) Annual leave is accrued based on your years of service with the judiciary. Please select your accrual rate to determine the annual worth and the state's contribution amount.
Accrued per pay period: Total accrued annually: **State's contribution for annual leave:** \$

3) You accrue 3.69 hours of sick leave per pay period or 12 days per year which equals 96 hours. The state pays your hourly rate x 96 hours. **State's contribution for sick leave:** \$

4) You are required to contribute 8.92% of your gross wages to your retirement while the state contributes 16.99% of your gross earnings. **State's contribution for retirement:** \$

5) The state provides 10 paid holidays per year. The state pays 80 hours x your hourly rate of pay. **State's contribution for holidays:** \$

6) Full time career/classified employees who complete their probationary period and at-will employees are eligible for one personal leave day. The state pays 8 hours x your hourly rate of pay. **State's contribution for personal leave:** \$

7) The state provides basic life insurance of \$50,000 at no cost to employees. The state pays \$1.94 per pay period per employee. **State's contribution for basic life insurance:** \$

8) You contribute 1% of your gross pay to retiree health care while the state contributes 2% of your gross pay. **State's contribution for retiree health care:** \$

9a) Depending on your rate of pay, the state pays either 60, 70 or 80% of the premiums for your group insurance plan.
Choose your percentage rate based on your pay rate:

9b) Choose the appropriate plan for your medical, dental and vision premiums to see your total insurance package cost and the state's contribution amount.

Insurance Plan/Coverage	Select Premium Amount based on coverage type	Pay Periods	Total plan cost
Presbyterian-HMO	216.13	x 26 =	\$5,619.38
Lovelace/BCBS-HMO	0	x 26 =	\$0.00
BCBS-PPO	0	x 26 =	\$0.00
Delta Dental	0	x 26 =	\$0.00
Vision	0	x 26 =	\$0.00
Dependent Life	0	x 26 =	\$0.00
Total cost of your insurance package			\$5,619.38

State's contribution for group insurance: \$

TOTAL ANNUAL VALUE OF YOUR BENEFITS: \$

ADD TOTAL ANNUAL SALARY: \$

TOTAL VALUE OF COMPENSATION PACKAGE: \$

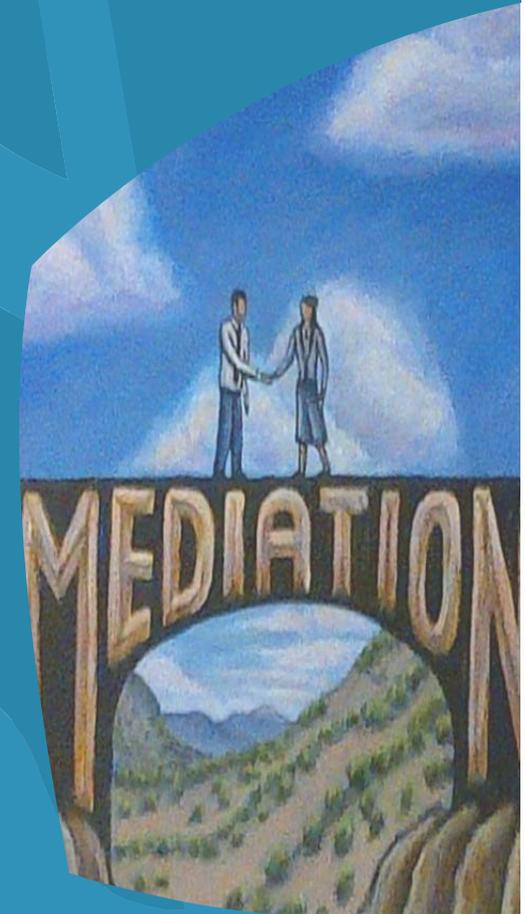
Percent of Benefits as Total Compensation 39.41%



Encouraging Communication
Through Mutual Respect

Alternative Dispute Resolution (ADR) Bureau

“A Dialog Resource”



**GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION
OFFICE OF ALTERNATIVE
DISPUTE PREVENTION
AND RESOLUTION**

**FOR FURTHER INFORMATION OR
ASSISTANCE CONTACT US TODAY:**

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ADR Bureau Chief
(505) 827-0444

maryjo.lujan@state.nm.us

Stephanie A. Ellis
ADR Coordinator
Mediation,
Training & Development
505-827-0421

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1100 St. Francis Dr., RM 2073
P.O. Box 6850
Santa Fe, NM 87502

Website: <http://adr.gsd.state.nm.us>

E-mail: ADR.Bureau@state.nm.us

Fax: (505) 827-2747

Mediation is based on the principle of collaborative problem-solving, with a focus on the future and rebuilding relationships, rather than assigning blame.

What does mediation seek to achieve?

- ◆ Exploring the issues, feelings and concerns of all participants and rebuilding relationships using joint problem-solving.
- ◆ Allowing those involved in conflict to understand other's perspectives and empathize with other's feelings.
- ◆ Giving participants insights into their own behavior and that of others and opening up opportunities for change.
- ◆ Helping participants develop the skills to resolve workplace difficulties for themselves in the future.
- ◆ Encouraging communication and helping the people involved to find a solution that both sides feel is fair and offers a solution that favors them.
- ◆ Using energy generated by conflict in a positive way to move forward.



Mediation differs in a number of ways from other approaches to conflict resolution, such as grievance procedures and court process. Mediation is:

- Less Formal
- Flexible
- Voluntary
- Confidential
- owned by the parties, who control the outcome and whether or not an agreement is reached. (there is no judge or arbitrator to make a decision for the parties)



Mediation Can Help Participants Explore Agreeable Solutions

WHAT IS MEDIATION?

Mediation is a voluntary and confidential process in which neutral facilitators (mediators) help conflicting parties communicate more productively to prevent or resolve problems together. Mediators are trained to guide participants through the dispute resolution process; they help the parties to come up with their own agreements by listening to all points-of-view, clarifying issues and interests, and facilitating open and honest discussion. Mediators do **not** take sides; the mediator has no personal interest in the outcome of the mediation.

WHAT HAPPENS IN MEDIATION?

Generally, the mediators begin by describing the process and asking each party for a com-

mitment to participate. Each party is invited to discuss their perspective on the situation and what they hope to achieve through mediation. The mediator(s) help parties identify specific issues as they explore possibilities for settling differences. Parties then negotiate which ideas for resolution are mutually acceptable and satisfy the needs of all parties. Often, a written agreement ends the session, unless additional sessions are scheduled or parties decide a written agreement is not needed.

BENEFITS OF MEDIATION

Fair, Neutral, and Confidential

Mediation is a voluntary process; it provides a neutral, respectful and confidential

setting where both parties can openly discuss their views on the underlying dispute. Parties in mediation have an equal say in the process.

It Lets Parties Determine the Solution

Parties in mediation decide settlement terms, not the mediator. A neutral third party assists the participants in reaching a voluntary, mutually acceptable resolution. There is no determination of guilt or innocence.

It Saves Time and Money

Mediation is available at no cost to the parties. Mediation usually occurs in the early stages of a conflict, is informal, and is often completed in one meeting.

It Avoids Unnecessary Litigation

Parties can avoid the costs

and uncertainty of a lawsuit. Mediation can satisfactorily resolve all issues important to the parties.

It Improves Communication

Mediation offers a problem-solving approach to complaints and reduces workplace disruptions. Parties share information, which can lead to a better understanding of issues affecting the workplace.

Creating positive, lasting solutions:

More buy-in by the parties, and less incentive to undo what they themselves have worked so hard to achieve.

Improving agency efficiency:

Enables agencies to put time, money, and resources to better use.

Workplace Conflict – Organizational Costs

- ◆ Risk of time-consuming formal proceedings such as grievances and employment claims or lawsuits.
- ◆ Costs of sick-related leave as the individuals concerned take time off to deal personally with the affects of the conflict.
- ◆ Management time diverted to dealing with the conflict instead of focusing on managing other tasks.
- ◆ Staff turnover and re-recruitment and re-training costs, where conflict leads to the departure of those affected.
- ◆ Lower staff morale, less discretionary effort, and lower productivity.
- ◆ Poor working relationships within the teams affected.
- ◆ Loss of focus on organizational goals and common objectives as people are distracted by the disagreement.
- ◆ Potential for a culture of blame to develop, rather than one focused on innovation and problem solving.
- ◆ Organization's external reputation could be compromised.



**ADMINISTRATIVE OFFICE OF THE COURTS
OVERVIEW OF BENEFITS**

(5.K)

RETIREMENT:

TIER 1: MEMBER HIRED PRIOR TO 7/1/10 - Member can retire after 25 years REGARDLESS of age at approximately 75% of the average highest 36 consecutive months of salary earned during their PERA career or after 26 years 8 months at approximately 80% of the average highest 36 consecutive months of salary earned during their PERA career.

TIER 2: MEMBER HIRED AFTER 7/1/10 - Member can retire after 30 years REGARDLESS of age at approximately 75% of the average highest 60 consecutive months of salary earned during their PERA career. In addition members can retire at any age if the sum of member's age and years of service credit equals at least 85 or at age 65 with 8 or more years of service credit.

Note: General members who were hired on or after July 1, 2010 and were originally employed in plans are now members of TIER 1.

Effective July, 1, 2013, new legislation established two benefit tiers under each PERA coverage plan, Tier 1 and Tier 2. You are in Tier 1 if you are hired for the first time on or before June 30, 2013; had member contributions on account as of June 30, 2013, or were retired as of June 30, 2013.

You are in Tier 2 if you are hired for the first time on or after July 1, 2013; or refunded your employee contributions on or before June 30, 2013, and returned to work for PERA affiliate on or after July 1, 2013.

PERA CONTRIBUTIONS: Employee's contribution is 8.92% of gross annual salary and State contributes 16.99% of gross salary to PERA.

ANNUAL LEAVE: Day 1 - 3 years of service 4.62 hours per pay period. Over 3 - 7 years of service 5.54 hours pay period. Over 7 - 14 years of service 6.46 hours per pay period. Over 14 years of service 7.39 hours per pay period.

SICK LEAVE: 3.69 hours per pay period. May receive payment of accumulated unused sick leave over 600 hours up to a maximum of 120 hours at a rate equal to fifty percent of employees hourly wage once per fiscal year.

PERSONAL HOLIDAY: 8 hours after 1 year of service (completion of probationary period).

HOLIDAYS: 10 National Holidays

BENEFITS: Medical (3 provider options) (POP savings available)
Dental (POP savings available)
Vision (includes discount on Lasik surgery) (POP savings available)
Basic Life/Disability (automatic \$50,000 life with additional riders)
Dependent Life Options through Minnesota Life Insurance Company
Short Term & Long Term Disability
Domestic Partner Benefits
Flex NM - Medical, Dependent care or Transportation
Deferred Comp
Supplemental Life Options through Minnesota Life Insurance Company

Disclosure Statement: The above-mentioned benefits are subject to change and revision without notice. For more specific guidelines please see PERA, GSD and NMJB Personnel Rules and/or Policies.

Revised 2/9/16



DON'T GET HOOKED!

WHAT IS PHISHING?

Phishing is a psychological attack used by cyber criminals to trick you into giving up information or taking an action. Phishing originally described email attacks that would steal your online username and password. However, the term has evolved and now refers to almost any message-based attack. These attacks begin with a cyber criminal sending a message pretending to be from someone or something you know, such as a friend, your bank or a well-known store.

These messages then entice you into taking an action, such as clicking on a malicious link, opening an infected attachment, or responding to a scam. Cyber criminals craft these convincing-looking emails and send them to millions of people around the world. The criminals do not know who will fall victim, they simply know that the more emails they send out, the more people they will have the opportunity to hack. In addition, cyber criminals are not limited to just email but will use other methods, such as instant messaging or social media posts.

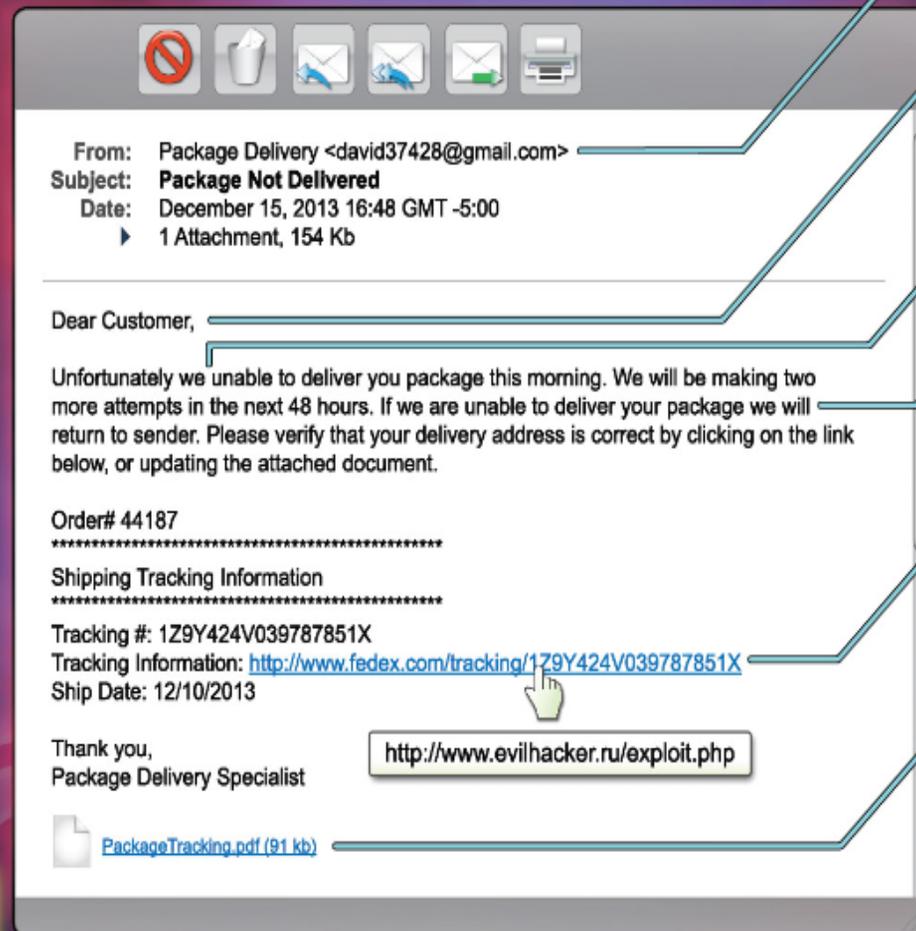
WHAT IS SPEAR PHISHING?

The concept is the same as phishing, except that instead of sending random emails to millions of potential victims, cyber attackers send targeted messages to a very few select individuals. With spear phishing, the cyber attackers research their intended targets, such as by reading the intended victims' LinkedIn or Facebook accounts or any messages they posted on public blogs or forums. Based on this research, the attackers then create a highly customized email that appears relevant to the intended targets. This way, the individuals are far more likely to fall victim.

This poster was developed as a community project. Contributors include: Cheryl Conley (Lockheed Martin), Tim Harwood (BP), Tonia Dudley (Honeywell), Ellen Powers (MITRE Corporation), Shanah Johnson (Reserve Bank of Atlanta) and Terri Chihota.

WHY SHOULD I CARE?

You may not realize it, but you are a phishing target at work and at home. You and your devices are worth a tremendous amount of money to cyber criminals, and they will do anything they can to hack them. YOU are the most effective way to detect and stop phishing. If you identify an email you think is a phishing attack, or you are concerned you may have fallen victim, contact your help desk or security team immediately. To learn more about phishing or to demo the SANS Securing The Human phishing testing platform, please visit <http://www.securingthehuman.org/phishing>.



PHISHING INDICATORS

- Check the email addresses. If the email appears to come from a legitimate organization, but the "FROM" address is someone's personal account, such as @gmail.com or @hotmail.com, this is most likely an attack. Also, check the "TO" and "CC" fields. Is the email being sent to people you do not know or do not work with?
- Be suspicious of emails addressed to "Dear Customer" or that use some other generic salutation. If a trusted organization has a need to contact you, they should know your name and information. Also ask yourself, am I expecting an email from this company?
- Be suspicious of grammar or spelling mistakes; most businesses proofread their messages carefully before sending them.
- Be suspicious of any email that requires "immediate action" or creates a sense of urgency. This is a common technique to rush people into making a mistake. Also, legitimate organizations will not ask you for your personal information.
- Be careful with links, and only click on those that you are expecting. Also, hover your mouse over the link. This shows you the true destination of where you would go if you clicked on it. If the true destination is different than what is shown in the email, this is an indication of an attack.
- Be suspicious of attachments. Only click on those you are expecting.
- Be suspicious of any message that sounds too good to be true. (No, you did not just win the lottery.)
- Just because you got an email from your friend does not mean they sent it. Your friend's computer may have been infected or their account may be compromised. If you get a suspicious email from a trusted friend or colleague, call them on the phone.



YOU ARE A TARGET

Username & Passwords

Once hacked, cyber criminals can install programs on your computer that capture all your keystrokes, including your username and password. That information is used to log into your online accounts, such as:

- Your bank or financial accounts, where they can steal or transfer your money.
- Your iCloud, Google Drive, or Dropbox account where they can access all your sensitive data.
- Your Amazon, Walmart or other online shopping accounts where they can purchase goods in your name.
- Your UPS or FedEx accounts, where they ship stolen goods in your name.

Email Harvesting

Once hacked, cyber criminals can read your email for information they can sell to others, such as:

- All the names, email addresses and phone numbers from your contact list.
- All of your personal or work email.

Virtual Goods

Once hacked, cyber criminals can copy and steal any virtual goods you have and sell them to others, such as:

- Your online gaming characters, gaming goods or gaming currencies.
- Any software licenses, operating system license keys, or gaming licenses.

Botnet

Once hacked, your computer can be connected to an entire network of hacked computers controlled by the cyber criminal. This network, called a botnet, can then be used for activities such as:

- Sending out spam to millions of people.
- Launching Denial of Service attacks.

You may not realize it, but you are a target for cyber criminals. Your computer, your mobile devices, your accounts and your information all have tremendous value. This poster demonstrates the many different ways cyber criminals can make money by hacking you. Fortunately, by taking some simple steps, you can help protect yourself and your family. To learn more, subscribe to OUCH!: a security newsletter designed to help people just like you.

www.securingthehuman.org/ouch



Identity Hijacking

Once hacked, cyber criminals can steal your online identity to commit fraud or sell your identity to others, such as:

- Your Facebook, Twitter or LinkedIn account.
- Your email accounts.
- Your Skype or other IM accounts.

Web Server

Once hacked, cyber criminals can turn your computer into a web server, which they can use for the following:

- Hosting phishing websites to steal other people's usernames and passwords.
- Hosting attacking tools that will hack people's computers.
- Distributing child pornography, pirated videos or stolen music.

Financial

Once hacked, cyber criminals can scan your system looking for valuable information, such as:

- Your credit card information.
- Your tax records and past filings.
- Your financial investments and retirement plans.

Extortion

Once hacked, cyber criminals can take over your computer and demand money. They do this by:

- Taking pictures of you with your computer camera and demanding payment to destroy or not release the pictures.
- Encrypting all the data on your computer and demanding payment to decrypt it.
- Tracking all websites you visit and threatening to publish them.

This poster is based on the original work of Brian Krebs. You can learn more about cyber criminals at his blog at <http://krebsonsecurity.com>



ACTIVE SHOOTER HOW TO RESPOND



Emergency Numbers

EMERGENCY SERVICES: 9 -1 -1

LOCAL EMERGENCY INFORMATION LINE: _____

LOCAL POLICE DEPARTMENT: _____

LOCAL FIRE DEPARTMENT: _____

LOCAL HOSPITAL: _____

LOCAL FBI FIELD OFFICE: _____

FACILITY SECURITY: _____

FACILITY ADDRESS: _____

FLOOR: _____ SUITE/ROOM: _____

OFFICE #: _____ EXT. _____

PROFILE OF AN ACTIVE SHOOTER

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims.

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims.

Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

Good practices for coping with an active shooter situation

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits in any facility you visit
- If you are in an office, stay there and secure the door
- If you are in a hallway, get into a room and secure the door
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.

**CALL 911
WHEN IT IS SAFE TO DO SO!**

HOW TO RESPOND WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

1. Evacuate

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

- Have an escape route and plan in mind
- Evacuate regardless of whether others agree to follow
- Leave your belongings behind
- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Keep your hands visible
- Follow the instructions of any police officers
- Do not attempt to move wounded people
- Call 911 when you are safe

2. Hide out

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you.

Your hiding place should:

- Be out of the active shooter's view
- Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door)
- Not trap you or restrict your options for movement

To prevent an active shooter from entering your hiding place:

- Lock the door
- Blockade the door with heavy furniture

If the active shooter is nearby:

- Lock the door
- Silence your cell phone and/or pager
- Turn off any source of noise (i.e., radios, televisions)
- Hide behind large items (i.e., cabinets, desks)
- Remain quiet

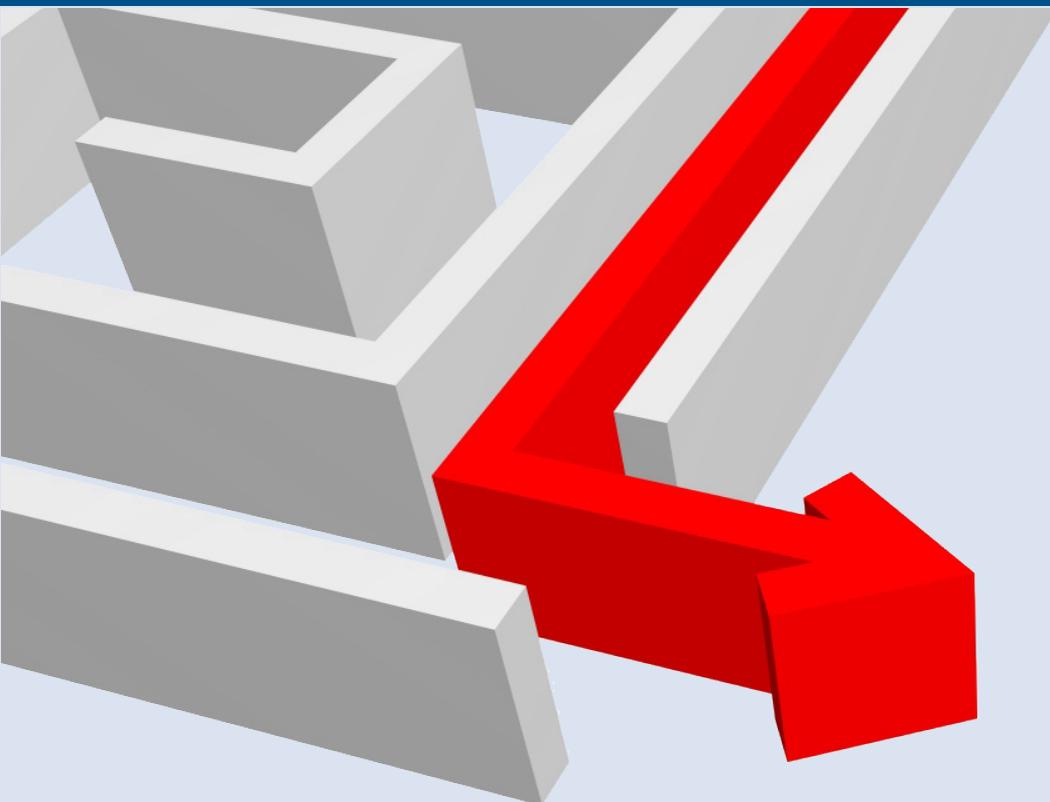
If evacuation and hiding out are not possible:

- Remain calm
- Dial 911, if possible, to alert police to the active shooter's location
- If you cannot speak, leave the line open and allow the dispatcher to listen

3. Take action against the active shooter

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

- Acting as aggressively as possible against him/her
- Throwing items and improvising weapons
- Yelling
- Committing to your actions



HOW TO RESPOND WHEN LAW ENFORCEMENT ARRIVES

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

- Officers usually arrive in teams of four (4)
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the shooter/s
- Number of potential victims at the location

The first officers to arrive to the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

TRAINING YOUR STAFF FOR AN ACTIVE SHOOTER SITUATION

To best prepare your staff for an active shooter situation, create an Emergency Action Plan (EAP), and conduct training exercises. Together, the EAP and training exercises will prepare your staff to effectively respond and help minimize loss of life.

Components of an Emergency Action Plan (EAP)

Create the EAP with input from several stakeholders including your human resources department, your training department (if one exists), facility owners / operators, your property manager, and local law enforcement and/or emergency responders. An effective EAP includes:

- A preferred method for reporting fires and other emergencies
- An evacuation policy and procedure
- Emergency escape procedures and route assignments (i.e., floor plans, safe areas)
- Contact information for, and responsibilities of individuals to be contacted under the EAP
- Information concerning local area hospitals (i.e., name, telephone number, and distance from your location)
- An emergency notification system to alert various parties of an emergency including:
 - Individuals at remote locations within premises
 - Local law enforcement
 - Local area hospitals

Components of Training Exercises

The most effective way to train your staff to respond to an active shooter situation is to conduct mock active shooter training exercises. Local law enforcement is an excellent resource in designing training exercises.

- Recognizing the sound of gunshots
- Reacting quickly when gunshots are heard and/or when a shooting is witnessed:
 - Evacuating the area
 - Hiding out
 - Acting against the shooter as a last resort
- Calling 911
- Reacting when law enforcement arrives
- Adopting the survival mind set during times of crisis

Additional Ways to Prepare For and Prevent an Active Shooter Situation

- Preparedness
 - Ensure that your facility has at least two evacuation routes
 - Post evacuation routes in conspicuous locations throughout your facility
 - Include local law enforcement and first responders during training exercises
 - Encourage law enforcement, emergency responders, SWAT teams, K-9 teams, and bomb squads to train for an active shooter scenario at your location
- Prevention
 - Foster a respectful workplace
 - Be aware of indications of workplace violence and take remedial actions accordingly

For more information on creating an EAP contact the U.S. Department of Labor, Occupational Health and Safety Administration, www.osha.gov.



PREPARING FOR AND MANAGING AN ACTIVE SHOOTER SITUATION

Your human resources department and facility managers should engage in planning for emergency situations, including an active shooter scenario. Planning for emergency situations will help to mitigate the likelihood of an incident by establishing the mechanisms described below.

Human Resources' Responsibilities

- Conduct effective employee screening and background checks
- Create a system for reporting signs of potentially violent behavior
- Make counseling services available to employees
- Develop an EAP which includes policies and procedures for dealing with an active shooter situation, as well as after action planning

Facility Manager Responsibilities

- Institute access controls (i.e., keys, security system pass codes)
- Distribute critical items to appropriate managers / employees, including:
 - Floor plans
 - Keys
 - Facility personnel lists and telephone numbers
- Coordinate with the facility's security department to ensure the physical security of the location
- Assemble crisis kits containing:
 - radios
 - floor plans
 - staff roster, and staff emergency contact numbers
 - first aid kits
 - flashlights
- Place removable floor plans near entrances and exits for emergency responders
- Activate the emergency notification system when an emergency situation occurs

Reactions of Managers During an Active Shooter Situation

Employees and customers are likely to follow the lead of managers during an emergency situation. During an emergency, managers should be familiar with their EAP, and be prepared to:

- Take immediate action
- Remain calm
- Lock and barricade doors
- Evacuate staff and customers via a preplanned evacuation route to a safe area

Assisting Individuals with Special Needs and/or Disabilities

- Ensure that EAPs, evacuation instructions and any other relevant information address to individuals with special needs and/or disabilities
- Your building should be handicap-accessible, in compliance with ADA requirements.



RECOGNIZING POTENTIAL WORKPLACE VIOLENCE

An active shooter in your workplace may be a current or former employee, or an acquaintance of a current or former employee. Intuitive managers and coworkers may notice characteristics of potentially violent behavior in an employee. Alert your Human Resources Department if you believe an employee or coworker exhibits potentially violent behavior.

Indicators of Potential Violence by an Employee

Employees typically do not just “snap,” but display indicators of potentially violent behavior over time. If these behaviors are recognized, they can often be managed and treated. Potentially violent behaviors by an employee may include one or more of the following (this list of behaviors is not comprehensive, nor is it intended as a mechanism for diagnosing violent tendencies):

- Increased use of alcohol and/or illegal drugs
- Unexplained increase in absenteeism; vague physical complaints
- Noticeable decrease in attention to appearance and hygiene
- Depression / withdrawal
- Resistance and overreaction to changes in policy and procedures
- Repeated violations of company policies
- Increased severe mood swings
- Noticeably unstable, emotional responses
- Explosive outbursts of anger or rage without provocation
- Suicidal; comments about “putting things in order”
- Behavior which is suspect of paranoia, (“everybody is against me”)
- Increasingly talks of problems at home
- Escalation of domestic problems into the workplace; talk of severe financial problems
- Talk of previous incidents of violence
- Empathy with individuals committing violence
- Increase in unsolicited comments about firearms, other dangerous weapons and violent crimes

MANAGING THE CONSEQUENCES OF AN ACTIVE SHOOTER SITUATION

After the active shooter has been incapacitated and is no longer a threat, human resources and/or management should engage in post-event assessments and activities, including:

- An accounting of all individuals at a designated assembly point to determine who, if anyone, is missing and potentially injured
- Determining a method for notifying families of individuals affected by the active shooter, including notification of any casualties
- Assessing the psychological state of individuals at the scene, and referring them to health care specialists accordingly
- Identifying and filling any critical personnel or operational gaps left in the organization as a result of the active shooter

LESSONS LEARNED

To facilitate effective planning for future emergencies, it is important to analyze the recent active shooter situation and create an after action report. The analysis and reporting contained in this report is useful for:

- Serving as documentation for response activities
- Identifying successes and failures that occurred during the event
- Providing an analysis of the effectiveness of the existing EAP
- Describing and defining a plan for making improvements to the EAP

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