

NDPERS BOARD MEETING

Agenda

Bismarck Location:
ND Association of Counties
1661 Capitol Way
Fargo Location:
Sanford Health Plan
1749 38th Street South

May 18, 2017

Time: 8:30 AM

I. MINUTES

- A. April 20, 2017 Special meeting
- B. April 27, 2017

II. PRESENTATIONS

- A. ASI Flex – MaryJo (Information)

III. RETIREMENT

- A. Actuarial Tables – Sparb (Board Action)
- B. Actuarial Assumptions – Sparb (Board Action)
- C. TIAA Performance Standards – Bryan (Information)

IV. GROUP INSURANCE

- A. Wellness Incentives – Rebecca (Board Action)
- B. Vision RFP – Bryan (Board Action *Executive Session)
- C. EAP RFP – Bryan (Board Action)
- D. Pre-tax Payroll Deductions to HSA – Rebecca (Board Action)
- E. Life Plan Enhancements – Kathy (Board Action)
- F. Heart of America Contract – Kathy (Board Action)

V. MISCELLANEOUS

- A. Election Update – Kathy (Information)

*Executive Session pursuant to NDCC §44-04-19.1(9) and §44-04-19.2 to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator. (Motion is necessary)

Any individual requiring an auxiliary aid or service must contact the NDPERS ADA Coordinator at 328-3900, at least 5 business days before the scheduled meeting.



**North Dakota
Public Employees Retirement System**
400 East Broadway, Suite 505 • Box 1657
Bismarck, North Dakota 58502-1657

Sparb Collins
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(701) 328-3900
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FAX: (701) 328-3920 • EMAIL: NDPERS-info@nd.gov • <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board
FROM: MaryJo
DATE: May 18, 2017
SUBJECT: ASIFlex Presentation

Representatives from ASIFlex will be at the meeting to present information on the administration of the Retiree Health Insurance Credit (RHIC). They will be providing an overview of the agency and services provided, in addition to answering any questions.

North Dakota Public Employees Retirement System

Retiree Health Insurance Credit (RHIC) Administration Services

May 2017
Presented by:

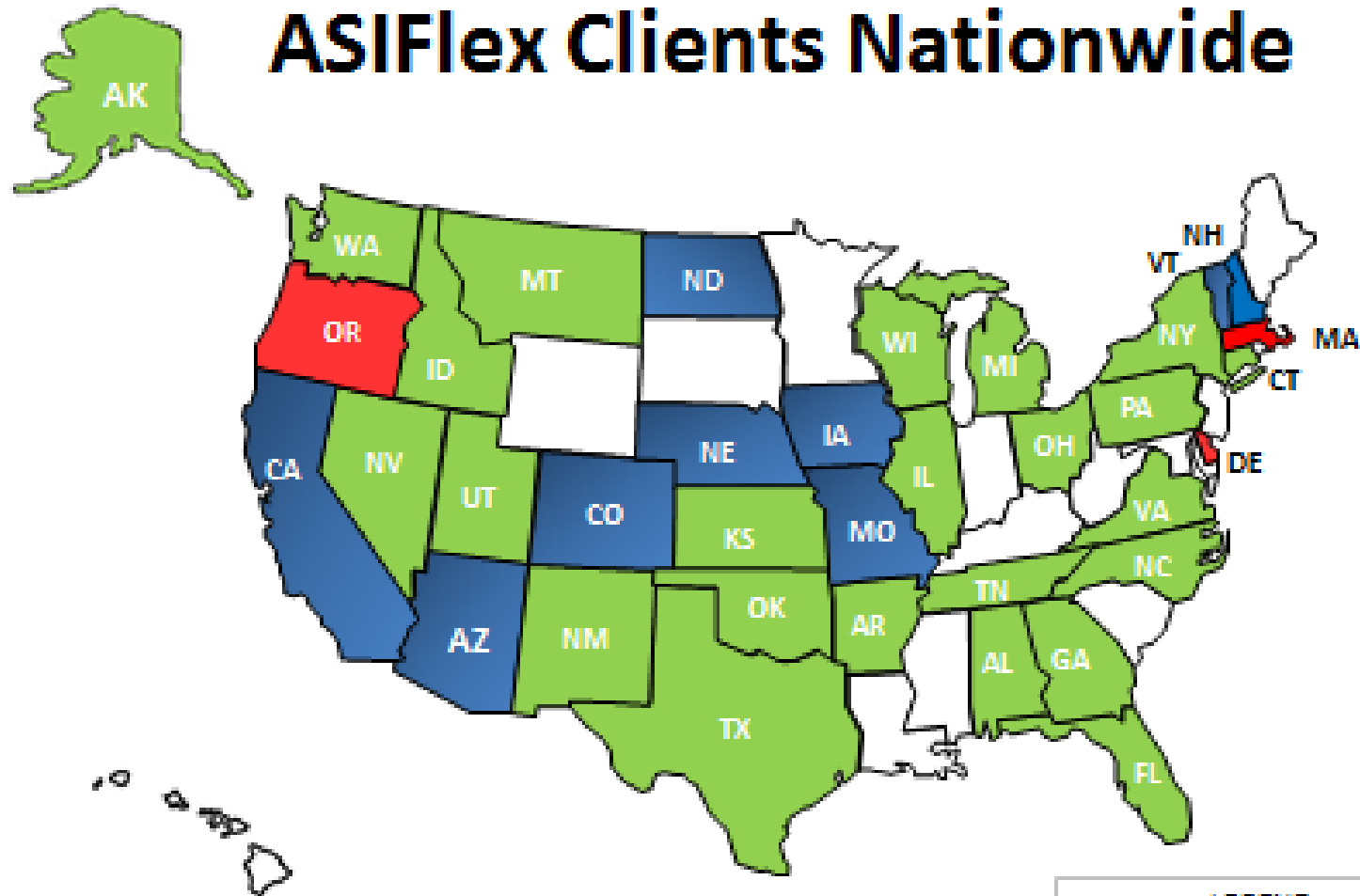





ASI Company Background

- ASIFlex
 - Formed 1983; ASIFlex formed 1987
 - 425 Clients; 157,000 participants
- ASI COBRA
 - Administration started 2008
 - 51 Clients; 193,000+ employees
- 75 Employees, Columbia, Missouri
- Nationwide in 36 states
- Focus on large-scale public sector entities



ASIFlex Clients Nationwide



LEGEND	
	State Clients
	State Clients with University Systems
	US Footprint



Points of Distinction

- Participant Service
 - *You Call – We Answer!*
 - Live Help for plan participants and extended service hours
 - Multiple claim filing options
 - Rapid claim processing – average 1 to 3 business days
- Client Service
 - Experience working with large-scale public sector clients
 - Dedicated Account Management Team
 - Leverage technology and proprietary system for maximum flexibility



Account Management Team

Account Manager Data Analyst

- Day-to-Day Client Servicing
- Eligibility/Contribution File Management

Account Executive

- Account Oversight, Strategic Planning
- Renewals, Legislative Changes

Executive Sponsor

- Overall Account Responsibility



RHIC Program

- ASIFlex has administered plan since 7/1/2015
- State-funded account
 - Based on years of service and age at retirement
- Reimburse retirees for insurance premiums
 - Medical – State-sponsored and other plans
 - Prescription – State-sponsored and other plans
 - Dental – State-sponsored plan only
 - Vision – State-sponsored plan only
 - Long Term Care – State-sponsored plan only

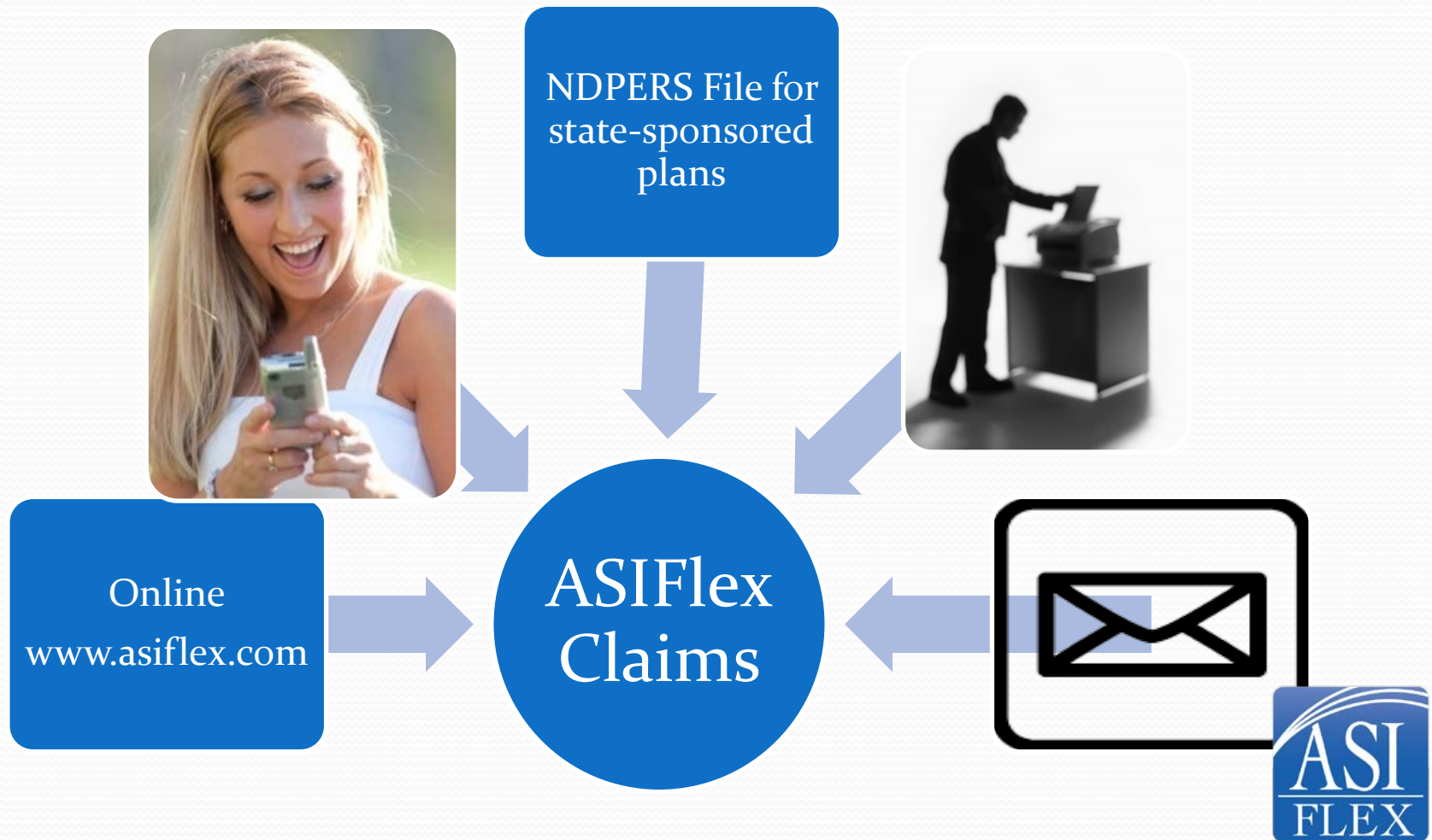
Plan Dates

- Plan Year
 - July 1 through June 30
- Claim Filing Deadline
 - September 30

Reimbursement Process

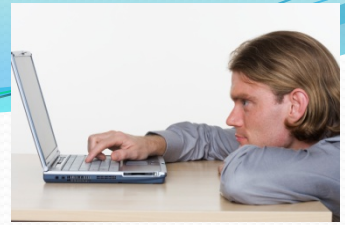
- Claims processed within 1-3 business days; claim payments issued daily
 - Direct deposit to retiree bank account
 - Check mailed to home address
- State-sponsored plan premiums
 - NDPERS reports monthly amounts to ASIFlex for automatic reimbursement
- Other plan premiums
 - Retiree can submit claim
 - Online at asiflex.com
 - Via ASIFlex Mobile App
 - Complete claim form and fax toll-free or USPS mail

Multiple Claim Submission Options



Plan Statistics

	July 1, 2015 Plan Year	July 1, 2016 Plan Year through April 30
Participants	10,822	11,273
Total Number of Claims	96,479	82,251
• NDPERS File	70,402	65,895
• ASIFlex Mobile App	16	35
• ASIFlex Online	283	161
• Manual (fax or mail)	25,778	16,160
Total Claim Payments	\$ 9,898,034	\$8,037,086
Reimbursement Methods		
• Direct Deposit	63,938	61,021
• Mailed Check	17,296	9,943
Communication Methods		
• Email/Text Alerts	34,257	33,640
• USPS Mail	29,681	27,381



Participant Website Service

- nd.gov/ndpers – Eligibility and program rules
- ASIFlex.com – Claim payment administration
 - View account statement
 - Read secure messages
 - Submit claims
 - Manage account settings for login credentials, direct deposit banking information, email/text number



Employer Website Service

- On-demand management reports 24/7
- Secure file transfer
- Secure messaging
- Ad hoc or additional reporting available
- Easy account look-up



Contact



www.asiflex.com



asi@asiflex.com



800.659.3035



PO Box 6044
Columbia, MO 65203

Thank you!



FSA | HRA | HSA | COMMUTER | COBRA | DIRECT BILL
IT'S WHO WE ARE. IT'S WHAT WE DO.



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Memorandum

TO: PERS Board
FROM: Sparb
DATE: May 18, 2017
SUBJECT: Actuarial Tables

Attached is a memo from GRS seeking your guidance on two issues relating to the update in the actuarial factors which are:

- A. Joint and Survivor (J&S) Factors for the Main and Law Enforcement Systems
- B. Service Purchase Factors

A. JOINT & SURVIVOR FACTORS

Relating to the J & S benefit that is specified as an option in NDCC 54-52-17 (9)(d) which states:

9. The board shall adopt rules providing for the receipt of retirement benefits in the following optional forms:

- a. Single life.*
- b. An actuarially equivalent joint and survivor option, with fifty percent or one hundred percent options. (underlining added)*
- c. Actuarially equivalent life with ten-year or twenty-year certain options.*
- d. An actuarially equivalent partial lump sum distribution option with a twelve-month maximum lump sum distribution.*
- e. An actuarially equivalent graduated benefit option with either a one percent or two percent increase to be applied the first day of January of each year.*

Concerning actuarial equivalent our rules defined that term to be:

2. "Actuarial equivalent" means a benefit calculated to be of equal value to the benefit otherwise payable when computed on the basis of assumptions and methods adopted for this purpose by the board in a way that precludes employer discretion pursuant to Internal Revenue Code section 401(a)(25). Such assumptions and methods adopted by the board, and any table of adjustment factors established in accordance with the assumptions and methods, shall be incorporated herein by reference.

Our rules also discuss the J & S benefit in 71-02-04-04 which state:

71-02-04-04. Optional benefits.

A member may elect, as provided in section 71-02-04-02, to receive one of the following optional benefits in lieu of the regular single life, or normal for judges, retirement benefit.

1. **One hundred percent joint and survivor benefit.** A member shall receive an actuarially reduced retirement benefit during the member's lifetime and after the member's death the same amount will be continued to the member's surviving spouse during the spouse's lifetime. The designated beneficiary is limited to the member's spouse. Payments of benefits to a member's surviving spouse shall be made on the first day of each month commencing on the first day of the month following the member's death, providing the beneficiary has supplied a marriage certificate and death certificate and is still living. Benefits shall terminate in the month in which the death of the beneficiary occurs. **In the event the designated beneficiary predeceases the member or, in the event of divorce, the option shall be canceled and the member's benefit shall be returned to the single life or normal**

amount. Payment of the single life or normal amount shall commence on the first day of the month following the spouse's death providing written notification of death and a death certificate has been submitted or, in the event of divorce, a photocopy of the divorce decree.

2. **Fifty percent joint and survivor benefit.** A member shall receive an actuarially reduced retirement benefit during the member's lifetime and after the member's death one-half the rate of the reduced benefit will be continued to the member's surviving spouse during the spouse's lifetime. The designated beneficiary is limited to the member's spouse. Payments of benefits to a member's surviving spouse shall be made on the first day of each month commencing on the first day of the month following the member's death, providing the beneficiary has supplied a marriage certificate and death certificate and is still living. Benefits shall terminate in the month in which the death of the beneficiary occurs. **In the event the designated beneficiary predeceases the member or, in the event of divorce, the option shall be canceled and the member's benefit shall be returned to the single life or normal amount.** Payment of the single life or normal amount shall commence on the first day of the month following the spouse's death providing written notification of death and a death certificate has been submitted or, in the event of divorce, a photocopy of the divorce decree. (Emphasis added)

The wording highlighted above is called a "Pop Up" provision.

The issue the GRS memo notes "Although the Main and Law Enforcement Systems include the pop up provision in the joint and survivor options, the current actuarial factors do not reflect the cost of the pop up provision." You will note that the above rule specifies this inclusion. The guidance they seek from you is "When GRS is calculating updated actuarial factors under the new assumptions, we can either:

1. Reflect the cost of the pop up option (which will make factors lower), or
2. Not reflect the cost of the pop up option (which means the value of the pop up provision would be subsidized by the Retirement System rather than paid for by the participant)"

In considering this issue several items to note are:

1. Historically PERS has not had the additional reductions. To staff's recollection this has not been brought forward as consideration in the past and therefore while we have not had the offset it is not due to specific board action on the issue (staff will continue to research this issue)

2. The NDCC states that the J&S benefit should be the “actuarial equivalent” benefit.

Board Action Requested:

Should GRS:

1. Reflect the cost of the pop up option (which will make factors lower), or
2. Not reflect the cost of the pop up option (which means the value of the pop up provision would be subsidized by the Retirement System rather than paid for by the participant)

B. SERVICE PURCHASE FACTORS

GRS has observed in the attached memo that:

“The current methodology for calculating service purchases is to calculate the additional present value of benefits attributable to the service purchase (based upon the earliest retirement date). This methodology does not take into account that the total benefit (including actual service) may be payable at an earlier date, which increases the cost to the System”.

In the example on page two they calculate that the existing methodology with the existing assumptions result in an implicit subsidy from the system of about 3% of the cost of the purchase in that example. Please note that for those close to their normal retirement date or at their normal retirement date there would be no subsidy.

On page 3 of the memo they do an example of the existing methodology using the new assumptions. In that example the implicit subsidy increases to 10%. GRS is asking for the Board’s guidance.

Confirmation of how to treat the additional cost of a service purchase due to the benefit (attributable to actual service) potentially being payable at an earlier age

- a. Maintaining the current method under which the System subsidizes this cost (and is administratively less complex)
- b. Developing a more complex set of factors (or a service purchase tool) under which the System would not be expected to subsidize the additional cost (but is administratively more complex)

In considering the above NDCC 54-52-17.4 provides the following:

The participating member may purchase credit under this section, or the participating member’s employer may purchase for the participating member, by paying to the board an amount equal to the actuarial cost to the fund of providing the credit. (emphasis added).

Board Action Requested:

Should GRS:

- a. Maintain the current method under which the System subsidizes this cost (and is administratively less complex)
- b. Develop a more complex set of factors (or a service purchase tool) under which the System would not be expected to subsidize the additional cost (but is administratively more complex)

May 8, 2017

Actuarial Factors Attachment

Board Members
North Dakota Public Employees Retirement System
Bismarck, North Dakota

Re: Issues Related to Updating Actuarial Factors

Members of the Board:

The first step in the process of calculating new actuarial factors based on the updated actuarial assumptions adopted by the Board (including an investment return assumption of 7.75 percent), was to review and replicate the actuarial factors currently in use. During this first step, we have identified the following items that warrant further discussion and decisions on how to calculate the new actuarial factors.

Joint and Survivor Factors for the Main System and Law Enforcement System

Upon retirement from the Main or Law Enforcement Systems, members may receive monthly benefits payable for their lifetime or they may elect an optional form of payment. One of the optional forms of payment that they may elect is a joint and survivor option. Under the joint and survivor option, a lower benefit is payable during the lifetime of the retiree and all or a portion of the lower benefit that was payable to the retiree continues to be paid after the retiree's death for the lifetime of the beneficiary.

There are two variations of joint and survivor benefit options:

1. Joint and Survivor **with** pop up
2. Joint and Survivor **without** pop up

Under the joint and survivor with pop up benefit option, if the beneficiary dies while the retiree is still alive, the retiree's benefit increases ("pops up") to the original benefit amount if the joint and survivor benefit option had not been elected. Under the joint and survivor option without pop up option, the benefit does not change as a result of the beneficiary dying before the retiree. Under the "with pop up" variation, there is the potential for a higher amount of benefits to be paid to the retiree compared to the "without pop up" option. Therefore, the actuarial factor will be lower if the "with pop up" option is included.

Following is an example of the two options:

Benefit Option	Retiree Life Benefit	Option Factor	Both Retiree and Beneficiary Alive	Retiree Deceased, Beneficiary Alive	Retiree Alive, Beneficiary Deceased
50% Joint and Survivor Without Pop Up	\$1,000.00	0.94430	\$944.30	\$472.15	\$944.30
50% Joint and Survivor With Pop Up	\$1,000.00	0.93730	\$937.30	\$468.65	\$1,000.00
100% Joint and Survivor Without Pop Up	\$1,000.00	0.89450	\$894.50	\$894.50	\$894.50
100% Joint and Survivor With Pop Up	\$1,000.00	0.88200	\$882.00	\$882.00	\$1,000.00

Although the Main and Law Enforcement Systems include the pop up provision in the joint and survivor options, the current actuarial factors do not reflect the cost of the pop up provision. In the

example, the pop up costs about \$7 per month for the 50% joint and survivor option and \$12.50 per month for the 100% joint and survivor option.

When GRS is calculating updated actuarial factors under the new assumptions, we can either:

1. Reflect the cost of the pop up option (which will make factors lower), or
2. Not reflect the cost of the pop up option (which means the value of the pop up provision would be subsidized by the Retirement System rather than paid for by the participant)

Service Purchase Factors

The current service purchase factors are based on an 8.00 percent interest rate and a 6.00 percent salary increase assumption. The current methodology for calculating service purchases is to calculate the additional present value of benefits attributable to the service purchase (based upon the earliest retirement date). This methodology does not take into account that the total benefit (including actual service) may be payable at an earlier date, which increases the cost to the System. Following is an example (based on the current assumptions).

	No Purchased Service	Earlier Retirement Date Based on Actual Service	Earlier Retirement Date Based on Purchased Service
Interest Rate	8.00%	8.00%	8.00%
Salary Assumption	6.00%	6.00%	6.00%
Current Age	40	40	40
Current Service	3	3	3
Purchased Service	0	0	4
Projected Retirement Age	61	59	59
Projected Total Retirement Service	24	22	26
Age Plus Service	85	81	85
Current Average Monthly Salary	\$3,000.00	\$3,000.00	\$3,000.00
Projected Average Monthly Salary At Retirement	\$10,198.69	\$9,076.80	\$9,076.80
Projected Monthly Benefit At Retirement	\$4,895.37	\$3,993.79	\$4,719.94
Annuity Factor At Retirement Age (\$1 per month)	122.6918	125.9222	125.9222
Discount To Age 40	0.1987	0.2317	0.2317
PV Benefits at Age 40	\$119,316.98	\$116,529.63	\$137,716.84
Present Value Future EE Contributions	\$44,179.35	\$40,678.68	\$40,678.68
PV Ben - PV EE Contris	\$75,137.63	\$75,850.95	\$97,038.16
Change in PV		\$713.32	\$21,900.53
Cost of Earlier Retirement Based on Actual Service			\$713.32
Cost of Purchased Service			\$21,187.21
Percentage of Cost Not Accounted for Under Current Method			3.26%
Cost to Purchase Service			
Current Average Monthly Salary			\$3,000.00
Purchased Service			4
Benefit Accrual Rate			2.00%
Purchase Factor			88.2801
Cost to Purchase Service at Age 40			\$21,187.22

Under the current method, the member is not charged for the cost of the benefit attributable to actual service being payable at an earlier age. The estimated cost of paying for the benefit attributable to 22 years of actual service (out of a total of 26 total years) at age 59 instead of age 61 is \$713.32. This is approximately 3 percent of the total estimated cost of \$21,900.53.

We are in the process of updating the actuarial factors using the new actuarial assumptions. The updated interest rate assumption is 7.75 percent. The proposed salary increase assumption is 5.00 percent (for all ages for purposes of service purchase factors). Based on these assumptions, the estimated additional cost that is not factored into the current service purchase methodology is about 10 percent of the total estimated cost. (The larger the difference is between the interest rate and salary increase assumptions, the larger the additional cost that is not factored into the current service purchase methodology.)

	No Purchased Service	Earlier Retirement Date Based on Actual Service	Earlier Retirement Date Based on Purchased Service
Interest Rate	7.75%	7.75%	7.75%
Salary Assumption	5.00%	5.00%	5.00%
Current Age	40	40	40
Current Service	3	3	3
Purchased Service	0	0	4
Projected Retirement Age	61	59	59
Projected Total Retirement Service	24	22	26
Age Plus Service	85	81	85
Current Average Monthly Salary	\$3,000.00	\$3,000.00	\$3,000.00
Projected Average Monthly Salary At Retirement	\$8,357.89	\$7,580.85	\$7,580.85
Projected Monthly Benefit At Retirement	\$4,011.79	\$3,335.57	\$3,942.04
Annuity Factor At Retirement Age (\$1 per month)	122.6918	125.9222	125.9222
Discount To Age 40	0.2086	0.2421	0.2421
PV Benefits at Age 40	\$102,657.42	\$101,705.56	\$120,197.48
Present Value Future EE Contributions	\$41,366.50	\$38,321.97	\$38,321.97
PV Ben - PV EE Contribs	\$61,290.92	\$63,383.59	\$81,875.51
Change in PV		\$2,092.67	\$20,584.59
Cost of Earlier Retirement Based on Actual Service			\$2,092.67
Cost of Purchased Service			\$18,491.92
Percentage of Cost Not Accounted for Under Current Method			10.17%

We are looking for a decision from the Board on the following:

1. Confirmation of the salary increase assumption to use
 - a. A single assumption for all ages (5.00 percent or another rate)
 - b. A salary assumption that varies by age (additional complexity compared to the current method)
2. Confirmation of how to treat the additional cost of a service purchase due to the benefit (attributable to actual service) potentially being payable at an earlier age
 - a. Maintaining the current method under which the System subsidizes this cost (and is administratively less complex)

- b. Developing a more complex set of factors (or a service purchase tool) under which the System would not be expected to subsidize the additional cost (but is administratively more complex)

Following is the salary increase assumption used in the actuarial valuation (in order for the Board to better understand the relationship between the assumptions used in the actuarial valuation and the service purchase factors):

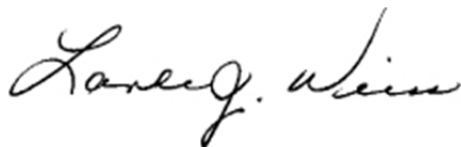
Service At Beginning of Year	State Employee	Non-State Employee	Law Enforcement	Judges
0	12.00%	15.00%	20.00%	
1	9.50%	10.00%	20.00%	
2	7.25%	8.00%	20.00%	
3			10.00%	
4			10.00%	
Age*				
Under 30	7.25%	10.00%	7.25%	4.00%
30-39	6.50%	7.50%	6.50%	4.00%
40-49	6.25%	6.75%	6.25%	4.00%
50-59	5.75%	6.50%	5.75%	4.00%
60+	5.00%	5.25%	5.00%	4.00%

The signing actuaries are independent of the plan sponsor.

Lance J. Weiss and Amy Williams are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein.

Please let us know if you have any questions or would like to discuss this analysis further.

Sincerely,



Lance J. Weiss, EA, MAAA, FCA
Senior Consultant and Team Leader



Amy Williams, ASA, MAAA, FCA
Consultant

AW:rl

cc: Ms. Sharon Schiermeister, NDPERS
Mr. Sparb Collins, NDPERS



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Memorandum

TO: PERS Board
FROM: Sparb
DATE: May 18, 2017
SUBJECT: Actuarial Assumptions

At the last meeting we discussed the actuarial assumptions and the decision was made to change the investment return assumption. The return assumption also impacts the interest rate we pay on member account balances and collect on service purchases. Specifically in NDAC and NDCC it states:

71-02-01-01. Definitions.

e. The interest on the sums determined under subdivisions a, b, c, and d, compounded annually at the rate of five percent from July 1, 1977, to June 30, 1981, six percent from July 1, 1981, through June 30, 1986, and **one-half of one percent less than the actuarial interest assumption from July 1, 1986, to the member's termination of employment or retirement. (emphasis added)**

54-52-06. Employer's contribution to retirement plan. In lieu of assessing a civil penalty or one percent per month, or both, **interest at the actuarial rate of return may be assessed for each month the contributions are delinquent. (emphasis added)**

54-52-17.4. Purchase of additional credit. (4). The participating member may purchase credit under this section, or the participating member's employer may purchase for the participating member, by paying to the board an amount equal to the actuarial cost to the fund of providing the credit. If the participating member purchases credit pursuant to subdivision d of subsection 1, the participating member must pay to the board an amount equal to the greater of the actuarial cost to the fund of providing the credit, or the amount the participating member received upon taking a refund of the participating member's account balance, **plus interest at the actuarial rate of return from the time the participating member was issued the refund.** If the participating member is not repurchasing all of the credit originally refunded, the participating member must pay a pro rata amount of the refunded amount determined by dividing the refunded amount by the number of months of

credit refunded, multiplying that amount times the number of months of credit the participating member seeks to repurchase, and adding interest at the actuarial rate of return. The participating member or the participating member's employer shall also pay to the retiree health benefits fund established under section 54-52.1-03.2 an amount equal to the actuarial cost to that fund for the additional credit. This contribution must be recorded as a member contribution pursuant to section 54-52.1-03.2. The board shall adopt rules governing the purchase of additional credit under this section. (emphasis added)

71-02-03-02.2. Payment.

The total dollar amount for the purchase or repurchase may be paid in a lump sum or on a monthly, quarterly, semiannual, or annual basis. Payments may be subject to contribution limitations established under 26 U.S.C. 415. Payments must begin within ninety days of the date the written cost confirmation is prepared. If the installment method is used, the following conditions apply:

1. **Simple interest at the actuarial rate of return must** accrue monthly on the unpaid balance. **(emphasis added)**

While we adopted the new assumptions at the last board meeting we did not specify an effective date. Therefore, we need to specify if the changes are effective July 1 and as a result for the 2017 valuation. If the date is July 1 then it could be interpreted to mean that this change would cause the above provisions to change effective July 1 as well. Given the scope of the changes required for the above provisions, staff believes we will need until January 1, 2018, to make the above changes. This will allow us time to:

1. Develop a plan for the boards review and concurrence on the implementation of the above changes.
2. Notify members of the change in the account balance interest rate change. By doing it by January 1 it will coordinate with the new calendar year.
3. Notify members who have a service purchase agreement with us of the change since this could affect the amount of monthly payment they make to us.
4. Implement the changes in the PERSLink business system.
5. Update communication materials that reference the interest rate.

In recognition of the above implementation this gives us two options relating to the effective date:

1. Would be to have the effective for the change in assumptions be January 1, 2018. The effect of this would be that our 2017 valuation would be done based upon the old assumptions.
2. Would be to have dual effective dates. The first would be to make the new assumptions effective for the assumptions for 2017. Second would be to have the effective date for above changes be January 1, 2018.

I have asked Jan Murtha to review option #2 to make sure this is acceptable under our existing statute and rules. She will review this with you at the board meeting.

Staff Recommendation:

Option #2.



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Memorandum

TO: NDPERS Board
FROM: Sparb & Bryan
DATE: May 18, 2017
SUBJECT: TIAA Service Level Agreement

At the April 20th meeting, the Board approved to continue with TIAA as the provider for the NDPERS DC 401(a) and 457 Companion plans. At that meeting, several objectives with plan participation and service were conveyed. Staff is working with Segal and TIAA to update the Service Level Agreement (SLA) that is included in the contract.

Attached is the current SLA. If members of the Board have any questions, changes, or additions, please let us know.

192-2011-14

192-2011-15



Financial Services

Amendment No. 4 to the
Record Keeping Services Agreement
Between Teachers Insurance and Annuity Association of America (TIAA)
And North Dakota Public Employees Retirement System
Dated October 1, 2011

Effective as of July 1, 2013, or such later date as the parties shall agree by Notice, the Record Keeping Services Agreement (Agreement), dated October 1, 2011, between Teachers Insurance and Annuity Association of America ("TIAA") and North Dakota Public Employees Retirement System ("Employer") as Sponsor of North Dakota Defined Contribution Retirement Plan and the North Dakota State Deferred Compensation Plan (the "Plans"), is hereby amended as follows:

1. A new section Schedule C (Service Level Guarantees) is hereby added to the Agreement and reads as follows:

SCHEDULE C

SERVICE LEVEL GUARANTEES

TIAA will guarantee the services described and will pay the penalties for noncompliance, as set forth below. The services, quantifiers and plan penalties for non-compliance referenced below apply shall be measured solely with respect to the Employer plans that shall be the subject of the Agreement such that each of the referenced services and quantifiers and plan penalties for non-compliance referenced shall not be aggregated with measurements attributable to plans other than such plans of the Employer.

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
Channel Availability	<i>Quality standard for number of seconds on hold while call transfers to CSR</i>	80% of calls answered within 30 seconds	This measurement is calculated as the number of calls answered within the standard divided by the total number of telephone calls.	\$300 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
	<i>Abandonment Rate</i>	3%	This measurement is calculated as the number of abandoned calls divided by the total number of telephone calls.	\$300 per quarter
	<i>Individual/Administrator Web Availability</i>	99% (excluding regularly scheduled maintenance)	Availability is calculated as a percentage of time per quarter functions are available excluding reserved maintenance windows and scheduled application update activities.	\$300 per quarter
	<i>VRS Availability</i>	99% (excluding regularly scheduled maintenance)	Availability is calculated as a percentage of time per quarter functions are available excluding reserved maintenance windows and scheduled application update activities.	\$300 per quarter
	<i>National Call Center Availability</i>	Call center is available 100% of scheduled hours	Availability is calculated as a percentage of time per month customer service representatives are available to receive calls.	\$300 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
Transaction Timeliness	<i>Contribution Remittances</i>	Same business day as receipt of funds as of 4:00 PM ET or earlier market close; assumes prior receipt of payroll data in good order.	Total number of contribution files received and processed on the same business day compared to the total number of files received within the reporting period.	Provide economic equivalent of investment experience from appropriate trade date through actual processing date
	<i>Termination distributions, lump sum payments, in-service distributions and Purchase Credits.</i>	99% processed within 5 business days after receipt of approved request received within good order.	This measurement is calculated as the number of distribution processed within 5 business days divided by the total number of distribution processed	\$350 per quarter
	<i>Fund to Fund Transfers</i>	99% processed within the same business day the request is received within good order by 4:00p.m. ET or earlier market close.	This measurement is calculated as the number of fund transfers processed within the same day divided by the total number of transfer requests received.	\$350 per quarter
	<i>Transfers between plans</i>	99% of requests to transfer between like registered plans under the Employer are processed within 3 business days of the request being received in good order by 4:00p.m. ET or earlier market close.	This measurement is calculated as the number of fund transfers between plans processed within 3 days divided by the total number of transfer requests received.	\$350 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
	<i>Beneficiary Service (Survivor Benefits Payments)</i>	98% of claims processed within 3 business days of receipt of approved request received in good order.	This measurement is calculated as the total number of claims processed within the standard divided by the total number of claims processed.	\$300 per quarter
	<i>QDRO Processing</i>	90% of transactions processed within 15 business days of request received in good order.	This measurement is calculated as the total number of transactions processed the standard divided by the total number of transactions processed.	\$300 per quarter
<i>Issue Resolution</i>	<i>Issue Resolution – Time to Resolve w/member</i>	95% of verbal customer issues closed within 5 business days. Next, 98% of verbal customer issues closed within 10 business days. <hr/> 90% of written customer issues closed within 18 business days.	This measurement is calculated as the total number of verbal customer issues closed to within the standard divided by the total number of escalated customer issues received.	\$350 per quarter
	<i>Issue resolution – Time to Resolve w/NDPERS</i>	NDPERS issues raised by the plans sponsor will be resolved within the agreed upon timeframe. Items will be reviewed and action plan will be implemented.	This measurement is calculated as the total number of NDPERS issues closed to within the agreed upon schedule divided by the total number of escalated issues received.	\$300 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
Reporting	<i>Administrative Reporting-Timeliness</i>	Reporting for the preceding quarter is available on the Plan Sponsor website within 3 business days after the end of the reporting period. ~ Monthly Reporting Package – these reports will be available 15 days after month end, 90% of the time. Due to peak volume, the December and June reporting package will be available within 45 days after month end.	This measurement is calculated by the availability of the applicable data on TIAA-CREF's reporting systems within 3 business days following the quarter end.	\$300 per quarter
	<i>Investment Review and Plan Review</i>	Reporting will be delivered within and agreed upon schedule.	This measurement is calculated as the total number of NDPERS reviews delivered within the agreed upon schedule divided by the total number of reviews delivered.	\$300 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
	<i>Benefit Election Confirms--Timeliness</i>	<p>99% of Welcome Confirmations mailed within 2 business days of contract issuance (paper).</p> <p>99% of Financial Confirmations mailed within 1 business day of transaction posting (paper).</p> <p>99% of Financial Confirmations available within 1 business day of transaction posting (online).</p>	<p>This measurement is calculated as the number of confirmation statements mailed within the standard divided by the total number of confirmations mailed (paper).</p> <p>This measurement is calculated as a percentage of time confirmations are available within the standard excluding reserved maintenance windows and scheduled application update activities (online).</p>	\$300 per quarter
	<i>Participant Statement-Timelines</i>	<p>99% mailed within 5 business days after end of quarter (paper).</p> <p>99% available within 5 business days after end of quarter (online).</p>	<p>This measurement is calculated as the number of statements mailed within the standard divided by the total number of statements mailed (paper).</p> <p>This measurement is calculated as a percentage of time confirmations are available within the standard excluding reserved maintenance windows and scheduled application update activities (online).</p>	\$300 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
Satisfaction	<i>Participant Satisfaction</i>	85% satisfaction rating (7 or higher on a 10 point scale)	Based on annual results from TIAA-CREF's current SQMP survey gathered from a random sampling of TIAA-CREF's participant base. Results are reported annually.	\$1,200 annually
	<i>Plan Sponsor Satisfaction</i>	85% satisfaction rating (7 or higher on a 10 point scale)	Based on annual results from TIAA-CREF's current SQMP survey gathered from a random sampling of our total plan sponsor base. Results are reported at the end of the calendar year.	\$1,200 annually
Transition Services	<i>Implementation Timeliness</i>	TIAA-CREF warrants that services will be implemented on the agreed upon date and will include a financial penalty. The implementation is guaranteed contingent upon the plan sponsor meeting prerequisites to the implementation of the service as outlined in a detailed transition plan.	Measured against Transition plan and agreed to dates.	\$350 per quarter



Financial Services

	Service Category	SLA	Measurement Criteria	Penalty for Noncompliance
Consulting/Financial Planning Service	<i>Individual and Group Meetings</i>	<p>Delivered within the agreed upon schedule and number of days</p> <p>The composite score from 5 client survey questions must produce the result that at least 86% of responding attendees rate the Financial Consultant they met with as "Excellent" or "Very Good" on the following characteristics:</p> <ul style="list-style-type: none">• Providing quality Advice• Understanding your needs and goals• Having the expertise required to handle your financial needs• Anticipating additional financial issues and bringing them to your attention; and• Whether the client Agreed or Strongly Agreed that "The Consultant put your interests first."	<p>Report ratings sheet periodically through the year and submit to subcommittee.</p> <p>Based on meeting surveys with a minimum of 15 responses per quarter.</p>	\$300 per quarter

Legal Qualifiers

TIAA shall be entitled to a grace period to cure any matter of noncompliance identified by the client as a part of this SLA such that the grace period shall be equal to the period of time noted in the applicable quantifier above. If after the expiration of any such cure period TIAA remains in noncompliance the penalties will be paid as appropriate. The total annual penalty maximum amount across all North Dakota Public Employees Retirement System plans shall not exceed \$25,000, which



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would be payable into a revenue credit account established for North Dakota Public Employees Retirement System.

Notwithstanding the foregoing, TIAA's obligations shall be limited to the following:

- (a) The National Contact Center (NCC) shall be available to respond to telephone calls Monday through Friday (excluding holidays observed by TIAA) from 8 a.m. to 10 p.m. Eastern Time and Saturdays from 9 a.m. to 5 p.m. Eastern Time. All calls to the NCC will be recorded to help ensure they are handled properly. Calls may be monitored for training, review and other business purposes. TIAA shall also provide Plan participants toll-free access to the Automated Telephone Service (ATS) modules. The ATS shall be available seven days a week and 24 hours a day, except during maintenance downtime and except at other times due to a failure of telecommunication, electrical, and/or computer systems, or other similar situations. TIAA shall use its best efforts to remedy any such failure. TIAA shall provide North Dakota Public Employees Retirement System with at least 24 hours' advance notice in the event of a scheduled material maintenance of the ATS expected to result in the unavailability of the ATS to North Dakota Public Employees Retirement System participants for any material period of time, and to the extent reasonably feasible, TIAA shall facilitate notification to participants in the plans of such unavailability via the web site.
- (b) To the extent any penalty specified within this SLA for noncompliance under the SLA shall otherwise become due and owing, TIAA shall be responsible for the payment of such penalty if and only if payment shall be requested in writing by North Dakota Public Employees Retirement System within a reasonable period of time following the later of: (i) the expiration of the applicable cure period or (ii) the period during which North Dakota Public Employees Retirement System knew or reasonably should have known of TIAA's noncompliance.
- (c) North Dakota Public Employees Retirement System shall assume its own liability for any errors, omissions or inaccuracies arising as a result of the failure to provide accurate and complete records to TIAA and TIAA shall not be responsible for any errors, omissions or inaccuracies arising as a result of the failure of North Dakota Public Employees Retirement System or any current or prior service provider(s) to provide accurate and complete records to TIAA; provided, however, TIAA shall not be excused from liability to the extent that TIAA has actual knowledge that such data is erroneous or, in the exercise of ordinary business prudence, would have such actual knowledge. In the event TIAA agrees to calculate a participant's required minimum distribution under IRC section 401(a)(9) and is not supplied with all information necessary to accurately compute the minimum distribution for any individual(s), TIAA shall, to the extent permissible under law and the underlying funding



Financial Services

options, calculate the payment using single life and recalculated annually options in the initial year and all subsequent years for that individual(s).

- (d) North Dakota Public Employees Retirement System shall be solely responsible for the timeliness, accuracy and completeness of the data that it (or its agent) submits to TIAA, and for any adverse consequences that may result from errors or inaccuracies caused by the inaccuracy or incompleteness of such data; provided, however, TIAA shall not be excused from liability to the extent that TIAA has actual knowledge that such data is erroneous and does not take reasonable action to notify North Dakota Public Employees Retirement System to obtain corrected data. Subject to the foregoing, TIAA may fully rely on data received, and shall have no obligation beyond the exercise of ordinary business prudence to review it or verify its accuracy.
- (e) North Dakota Public Employees Retirement System agrees to promptly provide any information reasonably requested by TIAA to enable the fulfillment of its responsibilities under this Agreement, and to sign miscellaneous certifications and other documentation related to the purposes expressed herein. TIAA shall have no obligation to perform any of the services described in or contemplated under this Agreement, unless and until a reasonable period of time after all information it reasonably may request has been provided by North Dakota Public Employees Retirement System.
- (f) North Dakota Public Employees Retirement System agrees that TIAA's performance may deviate from the established expectations from time to time due to causes beyond TIAA's reasonable control, e.g., TIAA's receipt of poor or incomplete data, the periodic failure of information or communications systems (except where such failures are solely attributable to TIAA's negligence), the operation of the capital markets, computer or operational system failures (except where such system failures are solely attributable to TIAA's negligence in maintaining such systems), "Acts of God," fire, flood, civil or labor disturbance, war, terrorism, act of any governmental authority or other act or threat of any authority (de jure or de facto), legal constraint, fraud or forgery, inability to obtain or interruption of external communications facilities, or any cause beyond the reasonable control of TIAA or other unusual circumstances.



Financial Services

Teachers Insurance and Annuity Association of America

By:

Sandy Breyman

Print Name:

Sandy Breyman

Title:

Director

North Dakota Public Employees Retirement System

By:

Sharon Schiermister

Print Name:

Sharon Schiermister

Title:

Chief Operating Officer



**North Dakota
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Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: May 18, 2017

SUBJECT: **\$250 Wellness Incentive Reinstatement**

Following Board action to reinstate the \$250 employee wellness incentive effective June 1, staff from NDPERS and SHP discussed options regarding granting additional points or awards to participants to recognize the months that the benefit was suspended.

At the initiation of the suspension, members were told their gym visits and attendance at worksite events (vouchers) would not accumulate points toward their \$250 benefit, as it was unclear whether or not the wellness benefit would be reinstated or continue in its existing format. However, members have continued to earn points on Novu during the last five months. On a pro-rated basis, the \$250 wellness benefit equals about \$20 per month.

The following are options identified:

- 1. Preloading Accounts:** This option includes pre-loading members accounts with 5,000 (\$50) or 10,000 (\$100) points. To access the preloaded points, members would need to complete the health risk assessment.
 - a. Pros:**
 - i. Easy to quickly administer and fair to everyone who enrolls in the wellness program for 2017.
 - ii. Easy and simple to communicate to members.
 - b. Cons:**
 - i. Members who haven't historically participated in the wellness program may choose to complete the health assessment knowing they can get \$50 or \$100.
 - ii. Many gym goers do not use the redemption center. They would need to take this step in order to access these points.

- c. **SHP Recommendation:** Preload accounts with 5,000 points (\$50). SHP feels members have enough time during the remainder of the year to earn the remaining \$200 through gym, Novu, and worksite events.

2. Increase Gym Reimbursements for Remainder of Year: This option would lift the monthly gym reimbursement cap from \$20 to \$40 for the remainder of the year.

- a. **Pros:** Allows some gym goers to earn their full \$250 benefit by continuing to go to the gym the remainder of the year.
- b. **Cons:**
 - i. Only gym goers who have a gym membership that exceeds \$40/month will benefit. Many gym goers have a \$9.99 gym, so lifting the cap doesn't help them (lifting the cap is the only way to administer paying more). About 1,071 gym goers (30%) would *not* receive additional compensation
 - ii. The most popular gym-going months are January-May, the months that the program was suspended. Many members exercise outdoors in the summer and fall, so they wouldn't receive the extra dollars from going to the gym.
 - iii. We have heard from members that they cancelled their gym membership, so lifting the cap does not help them.
 - iv. We have concerns about confusion from members and their gym facility.

3. Retro Gym Reimbursements from January to June: This option would involve working with the gyms to substantiate January-May gym visits.

- a. **Pros:** Allows members to get credit for visits January to May.
- b. **Cons:**
 - i. Difficult to get good historic data from all gyms.
 - ii. Members would have to go to their gym and tell them to re-submit their workouts from January to May.
 - iii. Members were told these visits would not count at the time of the suspension; therefore, they may not have met required visit amounts.
 - iv. We have concerns about confusion from the members and also the various gym facilities. This may result in a significant increase in calls from members and gyms to SHP.
 - v. NDPERS & SHP has heard from members that indicated they cancelled their gym memberships during the suspension.
 - vi. Does not address members that use the online portal for wellness activities and don't use the gym membership.

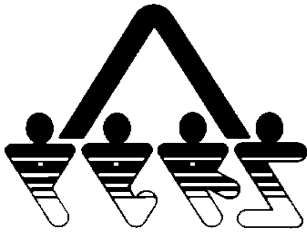
4. **Adjust Benefit Amount to Reflect Year Remainder:** This option would re-set the 2017 wellness benefit at a pro-rated amount of \$150.

a. **Pros:**

- i. Puts all members on equal footing to earn the benefit when the program reinstates June 1.
- ii. Easy and simple to communicate to members.
- iii. **Cons:** Members may be disappointed that the wellness benefit amount was reduced for the year, knowing that they could still have time to earn the full \$250 through Novu and/or worksite events.

Board Action Requested:

- 1) Determine whether to grant additional points or awards to recognize the months that the benefit was suspended.
- 2) If additional points or awards are to be granted, determine which option should be utilized.



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Memorandum

TO: PERS Board

FROM: Sparb & Bryan

DATE: May 18, 2017

SUBJECT: Employee Assistance Program (EAP)

There were four responses to the NDPERS EAP Request for Proposal (RFP). The four were: St. Alexius, The Village, Deer Oaks, and Live Well Solutions. These are our four existing providers. NDPERS staff reviewed the RFP proposals and found that they all met the minimum qualifications.

Attached is the summary matrix from each of the RFP responses.

As you recall, we use an agency-based approach for the EAP. Each state agency will select a single vendor for the 2017-2019 biennium.

Staff will send out the EAP information to the providers and agencies after the NDPERS Board meeting. The vendors will set up information booths and present their programs at the June 21st NDPERS Payroll Conference. The deadline for switching providers will be June 23rd.

If you have any questions, we will be available at the NDPERS Board meeting.

Board Action Requested:

Approve the four EAP vendors as agency choices for the 2017-2019 biennium.


**The Village
Business Institute**
 a division of The Village Family Service Center
EMPLOYEE ASSISTANCE PROGRAM

EAP Features	Minimum	Vendor
EAP Established	1 year	1972
Number of Annual Sessions Per Individual	6	Minimum of 8 sessions per household and a total of four sessions per household member. The number of sessions are combined to be used as needed within the scope of EAP (for example, a household of four would have 16 sessions and one person could use all 16 if needed)
Number of Annual Sessions Per Incident	6 (Full Individual Minimum)	No household will have less than 8 sessions (in office or web-based sessions)
Coverage	Employee and Dependents	All Employees and their household members
Staffing	Licensed Social Workers	Masters' degree in a human services field, licensed in the state they practice and meet requirements to be an approved Village network provider
Appointment Timing	Within 72 hours	Within 72 hours
Emergency Appointments	Within 24 hours	Within 24 hours
Weekend/Holiday Appointments	Emergency	Emergency
1-800 number	Minimum one line	23 Lines
Phone Counseling	Minimum one staffed line	7 staffed for emergencies-mental health 4 staffed for Financial counseling Law phone also staffed
24 hour Crisis 'Hot' Line Staffing	Minimum one staffed line by LSW	7 staffed lines by Masters level LSW mental health professionals
On-site Employee Orientation	1 per year (Smaller groups may be combined)	1 minimum, also as necessary throughout the year
On-site Seminars	None, except as noted in IV, A, 1, c & d	All as noted in IV, A, 1, c & d IN-PERSON On-site orientations for employees & supervisors PLUS: -1 hour of web-based on-demand training from the Village training library per agency per year. 1 additional hour for every 500 FTE per agency. -VBI employees multiple professional trainers -Participate when requested in organizational on-site Health Fairs
Off-site Seminars	None, except as noted in IV, A, 1, c & d	None
Management Training	Minimum Requirements: Stress, Conflict, Crisis, Change Management	Stress, Conflict, Crisis, Change Management See unique features below or visit: http://www.thevbi.com/training/topics

EAP Features	Minimum	Vendor
Management Consulting	Available to all supervisory/management staff	Supervisor Help-Line available to all Supervisor/Management Staff
Additional/Specialty Services Available	@ Additional Cost	Formal Referrals for DFWP or Performance Issues CSM, Mediation, Investigations, Human Resources Services Consulting, Job Coaching, Leadership Coaching, Employee Engagement Surveys. All services at a reduced NDPERS EAP rate.
Employee Newsletters Supervisory Newsletters Internal Marketing Material (i.e., payroll stuffers, posters, etc.)	Quarterly Biannually As needed	Monthly (electronic) Quarterly (electronic) Payroll Stuffers/Internal Ads (electronic) Posters - Minimum annual - As Needed
Agency/NDPERS Reporting - Utilization - Survey	Agency Quarterly with Annual to Date Aggregate annual report on utilization and member satisfaction to NDPERS.	Quarterly with Annual Date -100% ongoing currently - Utilization numbers are based on direct services to clients, face-to-face counseling sessions, complete financial assessment, conversation with an attorney, and education class attended.
Price	\$1.54 Maximum	\$1.54
OTHER UNIQUE FEATURES		1 step access, Statewide service network, Accredited by Council on Accreditation; Password protected wellness website; Wellness offerings – Health Risk Assessment, Nutrition Counseling, Web-Based Counseling Available in ND

OTHER UNIQUE FEATURES

1. The Village Business Institute EAP is a full-service, comprehensive employee assistance program. Access to VBI EAP services features a one-step access to our statewide network of Village offices and affiliate providers through our professional intake staff using our toll-free line 800-627-8220. All clinical, mental health counseling staff providing EAP services in Village offices are Masters level mental health professionals, far exceeding the LSW requirements of the RFP. The 24-hour crisis staff also carries these credentials. In addition, clinicians have a minimum of three years clinical counseling experience. The Village Family Service Center staff includes over 100 mental health professionals.
2. We offer a barrier-free intake process to make appointments for EAP services. Highest confidentiality standards are in place. We are in full compliance with all Federal Health Insurance Portability and Accountability Act. (HIPAA). A counselor is available 24 hours a day, 365 days a year. No matter when a client calls a counselor is available to speak with them.

- 9) Complete the following table and questions with information on your proposed EAP. The vendor shall show where they're proposed services meets or exceeds the minimum requirements in the following table.

EAP Features	Minimum	Vendor
EAP Established	1 year	Exceeds LWS was formed in 2008.
Number of Annual Sessions Per Individual	6	Exceeds LWS agrees to provide 6 sessions. Additional session models are available at client's request.
Number of Annual Sessions Per Incident	6 (Full Individual Minimum)	Meets/Exceeds LWS agrees to provide 6 sessions. Additional session models are available at client's request.
Coverage	Employee and Dependents	Meets/Exceeds LWS is willing to extend services to all household members.
Staffing	Licensed Social Workers	Meets/Exceeds Staff is either Licensed Social Workers or PHD level Licensed Psychologists
Appointment Timing	Within 72 hours	Meets/Exceeds
Emergency Appointments	Within 24 hours	Meets/Exceeds
Weekend/Holiday Appointments	Emergency	Meets/Exceeds
1-800 number	Minimum one line	Meets/Exceeds
Phone Counseling	Minimum one staffed line	Meets/Exceeds
24 hour Crisis 'Hot' Line Staffing	Minimum one staffed line by LSW	Meets/Exceeds
On-site Employee Orientation	1 per year (Smaller groups may be combined)	Meets/Exceeds LWS will provide annual employee orientations.
On-site Seminars	None, except as noted in IV, A, 1, c & d	Meets/Exceeds LWS is offering 4 bundled hours to be used for additional training.
Off-site Seminars	None, except as noted in IV, A, 1, c & d	Meets/Exceeds LWS is offering 4 bundled hours to be used for additional training.
Management Training	Minimum Requirements: Stress, Conflict, Crisis, Change Management	Meets/Exceeds In addition to annual management training, LWS is offering 4 bundled hours to be used for additional training.
Management Consulting	Available to all supervisory/management staff	Meets/Exceeds

EAP Features	Minimum	Vendor
Additional/Specialty Services Available	@ Additional Cost	24 Hour Nurseline \$.33 pepm. Healthy Workplace Wellness Program \$.75 pepm. CISD Services \$350 per hour. Additional Training \$150 per hour
Employee Newsletters Supervisory Newsletters Internal Marketing Material (i.e., payroll stuffers, posters, etc.)	Quarterly Biannually As needed	Meets/Exceeds
Agency Reporting - Utilization	Quarterly with Annual to Date	Meets/Exceeds
Price	\$1.54 Maximum	\$1.50 PEPM Price may be reduced depending on employer size.
OTHER UNIQUE FEATURES		See included worklife and online services sections.

- 9) Complete the following table and questions with information on your proposed EAP. The vendor shall show where they're proposed services meets or exceeds the minimum requirements in the following table.

EAP Features	Minimum	Vendor
EAP Established	1 year	The CHI St. Alexius Health Employee Assistance Program (EAP) was established in 1982.
Number of Annual Sessions Per Individual	6	The CHI St. Alexius Health EAP will continue to exceed the minimum number of annual sessions. We will provide up to eight (8) sessions per individual, per year, per assessed issue. When couple or family sessions are provided, participation in these sessions will be counted towards the individual eligibility of each participant.
Number of Annual Sessions Per Incident	6 (Full Individual Minimum)	Should the same plan member return to the EAP based on another incident, a second counseling intervention would be provided to the plan member based on this new incident. For each incident, assuming the incidents are different and unrelated from previous incidents, based on professional assessment, the plan member could be eligible to receive eight additional sessions.
Coverage	Employee and Dependents	We provide coverage for spouses and/or dependent children under age 26, living either in home or out-of-home as defined by statute. Retirees are covered during 3 months post retirement. Employees impacted by Reduction in Force (RIF) are covered during 3 months post RIF separation from agency.
Staffing	Licensed Social Workers	All of the EAP clinical staff exceed the minimum licensing requirements. All EAP clinicians are fully licensed by the Board of Counseling, Social Work or Addiction. Some of the clinicians are licensed by more than one Board. All North Dakota state licensure standards are met.
Appointment Timing	Within 72 hours	Within 24-48 hours.
Emergency Appointments	Within 24 hours	Within 16 hours.

EAP Features	Minimum	Vendor
Weekend/Holiday Appointments	Emergency	Emergency
1-800 number	Minimum one line	The CHI St. Alexius Health EAP 1-800 line is a dedicated "T-1" line. This line has 24 incoming channels which could be accessed simultaneously by individuals calling in to the program.
Phone Counseling	Minimum one staffed line	Phone counseling is available 24 hours a day and seven days a week, holidays included. The phone counseling is staffed by the EAP clinicians.
24 hour Crisis 'Hot' Line Staffing	Minimum one staffed line by LSW	This minimum requirement is exceeded. All EAP clinicians who staff the Crisis 'Hot' Line are fully licensed by the Board of Counseling, Social Work or Addiction. Some of the clinicians are licensed by more than one Board. All North Dakota state licensure standards are met.
On-site Employee Orientation	1 per year (Smaller groups may be combined)	1 per quarter if requested. Will continue to fill all agency requests.
On-site Seminars	None, except as noted in IV, A, 1, c & d	All seminar requests will be encouraged and considered. In addition, we will participate in all NDPERS functions as noted in NDPERS EAP RFP, IV, A, 1, c & d.
Off-site Seminars	None, except as noted in IV, A, 1, c & d	The CHI St. Alexius Health EAP provides "Enhancing Excellence in the Workplace" series consisting of leadership training and all staff educational presentations. The trainings and presentations are offered three times per year using convenient webinar technology. The trainings and presentations are offered as a courtesy to the agency or personnel who participate. In addition, we will participate in all NDPERS functions as noted in NDPERS EAP RFP, IV, A, 1, c & d.
Management Training	Minimum Requirements: Stress, Conflict, Crisis, Change Management	The CHI St. Alexius Health EAP provides management training through the "Enhancing Excellence in the Workplace" and offers onsite training on an as requested or as needed basis. Additional management training topics are available as well.

EAP Features	Minimum	Vendor
Management Consulting	Available to all supervisory/management staff	The CHI St. Alexius Health EAP provides extensive management consultation to all agencies covered by the program. The EAP staff is experienced in dealing with challenging work site problems and includes these services as an integrated component available to all administrators, managers and supervisors. Consultations can be done over the phone, in face-to-face sessions or via email.
Additional/Specialty Services Available	@ Additional Cost	At additional cost with authorization from agency designee.
Employee Newsletters Supervisory Newsletters Internal Marketing Material (i.e., payroll stuffers, posters, etc.)	Quarterly Biannually As needed	All minimums exceeded. Throughout the year, Professional and Supervisory Updates, Informational brochures, posters and wallet cards are distributed. Additional informational materials are available as requested.
Agency/NDPERS Reporting - Utilization - Survey	Agency Quarterly with Annual to Date Aggregate annual report on utilization and member satisfaction to NDPERS.	All minimums exceeded. Customized utilization reports will continue to be made available to the agencies as requested.
Price	\$1.54 Maximum	\$1.54
OTHER UNIQUE FEATURES		All employees have access to helpful resources via the CHI St. Alexius EAP website at www.st.alexius.org/eap .



Deer Oaks EAP Services, LLC

Minimum Program Features Matrix

EAP Features	Minimum	Vendor
EAP Established	1 year	<p><i>Meets/Exceeds</i></p> <p>The Deer Oaks Employee Assistance and Work/Life Program was established in 1992, representing 25 years in the industry.</p>
Number of Annual Sessions Per Individual	6	<p><i>Meets/Exceeds</i></p> <p>Deer Oaks will continue to exceed this requirement and offers State Agencies an eight (8) session model.</p> <p>Due to the direct correlation between mental health issues and higher medical claims costs, our goal is to assist as many State employees and their family members as possible within the EAP without the need for additional intervention through costly medical plans. <i>Research suggests that as the number of available EAP sessions increase, employees see the value and program participation increases.</i> Therefore, we continue to included an 8-visit counseling model within our proposed PEP. With two additional sessions available per issue, the State should realize a higher case resolution rate within the EAP, thus minimizing the number of individuals that need to be referred into State health plan for ongoing counseling, and helping to return employees to higher levels of productivity as quickly as possible.</p> <p>These sessions are per incident for assessment and short-term counseling per individual per 12 month period. Counseling is available in-person, telephonically, and video using your Smartphone through our iConnectYou App.</p>
Number of Annual Sessions Per Incident	6 (Full Individual Minimum)	<p><i>Meets/Exceeds</i></p> <p>8 annual sessions per separate incident (full individual minimum per incident)</p>
Coverage	Employee and Dependents	<p><i>Meets/Exceeds</i></p> <p>Deer Oaks defines eligible members as:</p> <ul style="list-style-type: none"> • State Employees • Spouse or any child (natural or adopted, under age 26) of an Employee, regardless of where such spouse or child resides; • Any child for whom an Employee (or his or her spouse) is a court appointed guardian;



EAP Features	Minimum	Vendor
		<ul style="list-style-type: none"> Any person residing in the household of an Employee. All employees and their dependents/ household members are eligible to access the EAP and Work/Life benefit starting on day one of the contract and on the first day of their employment (for new employees). <p>Additionally, employees who separate from the State for any reason may continue to access the EAP for up to six (6) months postemployment.</p>
Staffing	Licensed Social Workers	<p><i>Meets/Exceeds</i></p> <p>Deer Oaks utilizes a network of 54,000+ affiliate counselors nationally to provide services to our clients. <i>This includes 237 providers in the State of North Dakota.</i></p> <p>All counselors providing telephonic and in person counseling services to State employees are licensed mental health professionals with a minimum of a Master's or Doctoral degree in a mental health discipline. Their credentials vary and include Licensed Social Workers, Licensed Psychologists, Licensed Educational Psychologists, Licensed Marriage and Family Therapists, Licensed Clinical Social Workers, Licensed Professional Counselors, Licensed Drug & Alcohol Counselors and Licensed Chemical Dependency Counselors. Our credentialing process mirrors NCQA standards and includes strict primary source qualification and reference verification. All counselors are re-credentialed every three (3) years to ensure ongoing compliance.</p>
Appointment Timing	Within 72 hours	<p><i>Meets</i></p> <p>In the case of an urgent request, the case manager will contact the client with a referral to an affiliate counselor within six (6) business hours. The provider must have appointment availability within two (2) business days of the initial contact with the EAP. In-the-moment telephonic counseling is provided to those in need of such support.</p> <p>Referrals for non-urgent problems are offered to the member within two (2) working days of his or her initial contact with the EAP. The counselor must have availability within five business days of accepting the case.</p>

EAP Features	Minimum	Vendor
Emergency Appointments	Within 24 hours	<p><i>Meets</i></p> <p>In extreme crisis situations, the case manager follows the escalation procedure as warranted. This may include involvement of emergency services, ER or hospitalization to preserve the employee's safety. If emergency services become involved, we ensure that the appropriate services are being offered by confirming with the emergency responders who arrive on the scene, whenever possible. If not possible, we provide a welfare check to ensure that the crisis has been resolved. If the safety of the caller is confirmed and emergency services are not needed, the counselor provides in-the-moment support. Face-to-face counseling is then provided on the timeframe for urgent requests.</p>
Weekend/Holiday Appointments	Emergency	<p><i>Meets</i></p> <p>Weekend and holiday appointments are available upon request and in emergency situations. Additionally, in-the-moment telephonic support is always available 24/7/365 by calling the toll-free Helpline.</p>
1-800 number	Minimum one line	<p><i>Meets</i></p> <p>Deer Oaks offers a confidential, toll-free Helpline that is answered "live" 24/7/365. Counselors are always available to provide immediate crisis intervention and in-the moment support. A TTY service is available for the hearing impaired and a language translation line with coverage of 200 languages is available for non-English speaking members.</p> <p>In addition to our Helpline, members may also access the EAP via our mobile application iConnectYou, as well as chat live with a Work/Life Consultant via the LiveCONNECT feature available on our website.</p>
Phone Counseling	Minimum one staffed line	<p><i>Meets/Exceeds</i></p> <p>252 staffed lines, all of which are staffed by Master's level counselors. In-the-moment telephonic support is available 24 hours a day, seven days a week including holidays.</p>
24 hour Crisis 'Hot' Line Staffing	Minimum one staffed line by LSW	<p><i>Meets/Exceeds</i></p> <p>252 staffed lines, all of which are staffed by Master's level counselors including Licensed Social Workers.</p>



EAP Features	Minimum	Vendor
On-site Employee Orientation	1 per year (Smaller groups may be combined)	<p><i>Meets/Exceeds</i></p> <p>Deer Oaks offers up to two (2) hours of onsite training services per 200 covered employees that may be used at each Agency's discretion for:</p> <ul style="list-style-type: none"> • Employee and Supervisor EAP Orientations • Health Promotion & Educational Seminars • Professional Development Seminars • DOT Supervisory Compliance Training • Health/Wellness Fair Participation <p>Seminars may be provided on-site or via webinar. Pre-recorded orientation webinars are also available to each Agency for internal use.</p> <p>Additionally, Deer Oaks will attend the NDPERS Payroll Conference and other meetings as requested.</p>
On-site Seminars	None, except as noted in IV, A, 1, c & d	<p><i>Meets/Exceeds</i></p> <p>Deer Oaks offers up to two (2) hours of onsite training services per 200 covered employees that may be used at each Agency's discretion for the activities noted above. Seminars may be provided on-site or via webinar. Pre-recorded orientation webinars are also available to each Agency for internal use. Additionally, Deer Oaks will attend the NDPERS Payroll Conference and other meetings as requested.</p> <p>Designed using adult learning theories, our training seminars engage participants in collaborative learning and assist employees in learning new skills, adapting to change and challenges, increasing performance, and utilizing resources that enhance personal effectiveness and morale. Participants gain practical knowledge and useful strategies to help them problem-solve and improve relationships. The benefits to the organization include retention and commitment of key talent and high performers, higher levels of engagement and motivation, and a more knowledgeable and focused workforce.</p> <p>Our carefully selected and experienced training professionals are local to your communities, have a minimum of five (5) years of experience in their content area(s), knowledge of the industry, and familiarity with workplace environments. They guide facilitation of content that is based on industry</p>



EAP Features	Minimum	Vendor
		<p>research, skills practice, action planning, and group discussions.</p> <p><i>Our 2017 Training Catalogue is provided as an attachment for your reference.</i></p>
Off-site Seminars	None, except as noted in IV, A,1, c & d	<p><i>Meets/Exceeds</i></p> <p>Off-site seminars are included in the bank of up to two (2) hours of training services per 200 covered employees. The State will be responsible for providing the off-site space.</p>
Management Training	Minimum Requirements: Stress, Conflict, Crisis, Change Management	<p><i>Meets/Exceeds</i></p> <p>Management training is included in the bank of up to two (2) hours of on-site training services per 200 covered employees as described above. We offer more than 100 educational seminars on a variety of work/life, wellness and EAP topics in the following categories: People Management, Care giving, Financial, Legal, Wellness, Personal and Professional Development, and Global issues. Stress, Conflict Resolution, Crisis, Change Management, Diversity, Leadership, and Communication Techniques are among the covered topics.</p> <ul style="list-style-type: none"> Deer Oaks also offers web-based training including monthly webinars, archived webinars, and 18 online skill builder e-learning courses with certificates of completion. We also conduct a quarterly <i>Supervisor Excellence Webinar Series</i> that is designed to provide State of North Dakota supervisors and managers with enhanced skills to improve workplace morale, employee motivation and staff productivity. 2017 Topics: <i>Thinking for Success, How to Motivate your Employees, Five Steps to Building Trust with your Team, Advanced Coaching Skills for Leaders, Maximizing the Productivity of Your Team, Emotional Intelligence for Supervisors</i>. Managers/supervisors who attend 5 of the 6 Webinars will receive the Deer Oaks 2017 Leadership Certificate. <p>These web-based training resources are available to all State employees and their household members and do not count toward each Agency's bank of training hours.</p>

EAP Features	Minimum	Vendor
Management Consulting	Available to all supervisory/management staff	<p><i>Meets/Exceeds</i></p> <p>Through its <i>Management Assistance Program</i>, Deer Oaks offers support services to managers and supervisors in dealing with difficult workgroup issues. <i>Unlimited telephonic supervisory, management, and human resources consultation</i> is available to provide guidance regarding issues, policies, practices and events that affect behavior in the workplace. Our comprehensive management consultation process offers strategic solutions and practical advice that can open the path for healthy workplace communications and systems.</p> <p>In addition to management consultation, we also assist Agencies with mandatory referrals and offer conflict resolution/mediation services.</p> <ul style="list-style-type: none"> • Conflict Resolution: two-party counseling via a formal mandatory referral- <i>included in proposed rates</i> • A 30-minute in-person mediation session with an attorney qualified as a mediator <i>included within our Legal Assist Program</i> • Full-service in-person mediation service with a qualified mediator; the mediator meets with each party separately and then jointly, establishes an action plan and follows up- <i>fee-for-service</i>
Additional/Specialty Services Available	@ Additional Cost	<p><i>Meets</i></p> <p>Deer Oaks offers State of North Dakota Agencies the following optional, add-on services:</p> <ul style="list-style-type: none"> • DOT Substance Abuse Professional (SAP) Evaluations: \$650.00/evaluation • Additional seminars, health fair participation, orientations beyond those included in the bank of on-site hours: \$300.00 per hour • Full-Service Mediation: \$300.00/hour • Live Well Standard Wellness Coaching: \$0.35 PEPm
Employee Newsletters Supervisory Newsletters Internal Marketing Material	Quarterly Biannually As needed	<p><i>Meets/Exceeds</i></p> <p>Employee and Supervisor Newsletters are provided monthly in an electronic format and uploaded onto our website. They are available both in PDF and HTML</p>

EAP Features	Minimum	Vendor
(i.e., payroll stuffers, posters, etc.)		<p>versions.</p> <p>Internal Marketing Material: materials such as brochures, flyers, posters, and wallet cards are provided during program implementation and on an as-needed basis. Electronic materials are distributed each month as part of our ongoing program awareness campaign, as well as in conjunction with orientations, seminars, and health fair participation.</p> <p>During program implementation, the Deer Oaks Account Manager will work with each Agency Point of Contact to develop a customized, creative, and aggressive multimedia communication plan to introduce the program to employees. The Account Manager will monitor these promotional efforts and use this data when developing future promotional campaigns.</p>
<p>Agency/NDPERS Reporting</p> <ul style="list-style-type: none"> - Utilization - Survey 	<p>Agency Quarterly with Annual to Date Aggregate annual report on utilization and member satisfaction to NDPERS.</p>	<p><i>Meets</i></p> <p>Deer Oaks provides utilization reports electronically each quarter (with annual to date) and annually and includes information requested by the State without infringing on member confidentiality. The Deer Oaks Account Manager reviews these reports on an ongoing basis, monitoring utilization trends and the effects of various promotional campaigns. She applies these results to adapting the EAP program as needed, keeping in mind each Agency's organizational strategies and goals. Utilization reports contain at minimum the following statistics:</p> <ul style="list-style-type: none"> • Overview of contract performance including number and utilization percentage of web logins, EAP cases and Work/Life cases for the reporting period and year to date • Caller demographics: gender, marital status, member type, age range, job classification, length of service, shift, department, ethnicity (the State may determine which categories it would like reported) • Overall statistics for contract use per reporting period • Departmental/locale statistics for contract use per reporting period (if in line with confidentiality parameters) • Employee versus dependent utilization • EAP referral source



EAP Features	Minimum	Vendor
		<ul style="list-style-type: none"> • Reported home- and work-related problems (presenting and secondary) • Type of assistance offered • Knowledge of service • Methods of contact • Work/Life cases by category • Web page hits by category and content • Feedback from customer satisfaction surveys and averages (when available based on rate of completion) • Event Activity and support hours i.e. seminars, orientations, health fairs, CISDs, management consultation, etc. • Training and on-site support participants • Communication material distribution
Price	\$1.54 Maximum	<p>Deer Oaks offers State Agencies the opportunity to realize cost savings through greater participation. We propose the following fee structure based on the cumulative number of employees across all Agencies participating in the Deer Oaks program.</p> <p>0-1,999 employees: \$1.54 PEPM 2,000-3,999 employees: \$1.50 PEPM 4,000+ employees: \$1.48 PEPM</p> <p>These rates are guaranteed for the full two (2) years of the contract.</p>
OTHER UNIQUE FEATURES		<p><u>Demonstrated Experience</u></p> <p>Deer Oaks is a premier, national Employee Assistance and Work/Life Company dedicated to helping our members improve their health and well-being through quality, cost-effective services. Deer Oaks has over two decades of experience in the mental health/EAP industry and currently serves 1 million members throughout the United States and Canada.</p> <p>Deer Oaks offers public and private employer groups short-term counseling and Work/Life services that positively impact employee morale, performance, and productivity, as well as medical claims, turnover, and supervisor effectiveness. With a nationwide network of 54,000+ mental health providers and an additional 8,000 providers globally, Deer Oaks supports local, national, and international employer groups, delivering proactive programs and unparalleled customer service.</p>



North Dakota
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Memorandum

TO: NDPERS Board

FROM: Rebecca Fricke

DATE: May 18, 2017

SUBJECT: Pre-tax Payroll Deductions to Health Savings Accounts (HSA)

At the August 2014 Board meeting, staff discussed inquiries received from participants in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) regarding whether NDPERS will be allowing individuals to make pre-tax payroll deductions to their HSA. Please reference Attachment 1, which is the Board memo from that meeting. Staff was seeking direction on whether this was an effort the Board wished staff to undertake at that time. The board action was to defer this effort to a later date.

Since then, NDPERS has continued to receive inquiries and feels that the option should be re-examined by the Board. Although there has not been a large volume of inquiries, staff has been reviewing what would be involved to move forward and allow HDHP participants this option.

Currently, participants can make personal payments directly to Sanford Health Plan, who has its flex department handle the 3rd Party Administration of the HSA accounts. Since these are personal payments, they are considered after-tax employee contributions. These after-tax employee contributions, along with the employer contributions made by the state, are applied against the annual federal limit for contributions. The state currently contributes \$69.94 per month for single contracts and \$169.24 per month for family contracts. These contributions are exempt from federal income taxes. The employee after-tax contributions are eligible for favorable tax treatment through the IRS which allows an individual to claim the after-tax contributions as an adjustment to gross income on their federal tax return. However, an employee is not able to benefit from reduced FICA taxes through after-tax contributions. Currently there are about 200 active participants in the plan. SHP has indicated that thus far in 2017, there are 40 participants making personal after-tax contributions to their accounts.

Since the participants send their personal payments directly to SHP, by either personal check or by setting up automatic withdrawals, NDPERS has no administrative record-keeping responsibilities with regard to the after-tax contributions.

In reviewing the option to allow pre-tax payroll deductions, staff has determined that there are a number of considerations and steps that would be required in order to implement the option and ensure that it is administered appropriately. Some areas identified are:

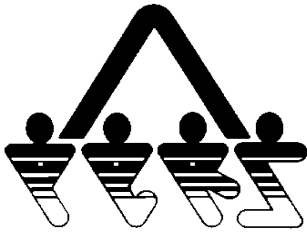
- a. Revise the Section 125 Flex Plan Document to address the pre-tax payroll deduction option and processes. This would need to be done by NDPERS for our FlexComp plan, and also Higher Ed for each campus.
- b. Develop a Salary Reduction Agreement form for participants to use to authorize their payroll to set-up or modify the pre-tax payroll deduction.
- c. Determine whether or not this will be an annual election and how employers will be notified of the election.
- d. Determine the approach that NDPERS staff/employers will take for annual limit monitoring. Specifically, what involvement will NDPERS, the employer and the employee have in monitoring limits. We have received guidance from Groom Law that as the plan sponsor, NDPERS does have some accountability to ensure that a contribution made by an employee is IRS compliant under HSA guidelines.
- e. Educate employers and internal staff about the option.
- f. Create participant communications to inform of pre-tax payroll deduction option and employee responsibilities.
- g. Determine logistics of the contributions and whether they will be sent directly from payroll to SHP or to NDPERS first to be verified as eligible, and then to SHP to be credited to the accounts. .
- h. Configure the State and Higher Ed PeopleSoft payroll systems to allow the pre-tax HSA deductions. In addition, we will need to work with our non-PeopleSoft state employers and district health units to set up the deduction on their payroll systems and also make sure they are aware of the additional administrative work related to the maintenance of the deductions and W-2 reporting.

NDPERS staff has met with OMB and the University System Office and discussed making the option available for state/higher ed employees through the PeopleSoft payroll systems. They both feel that this can be done but recommend that the implementation occur for the annual enrollment season occurring in 2018, rather than 2017, with an effective date of January 1, 2019. This will allow the necessary time to modify plan documents, review the payroll system setup and functionality related to monitoring limits, and determine the best approach for implementation.

Staff is seeking direction from the Board on this option. Specifically, is the Board comfortable with the current arrangement that only allows employee after tax contributions to the HSA or would the Board like staff to continue to explore the pre-tax payroll deduction option with a January 1, 2019 implementation date?

Board Action Requested:

Determine if NDPERS should continue to limit employee contributions to the HSA as after-tax employee contributions or move forward with developing an action plan for implementing the pre-tax employee contribution option for the 2019 plan year.



**North Dakota
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**Pre-tax HSA
Attachment 1**

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Memorandum

TO: NDPERS Board

FROM: Rebecca Fricke

DATE: August 11, 2014

SUBJECT: Pre-tax Payroll Deductions to Health Savings Accounts (HSA)

NDPERS has received inquiries from participants in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) regarding whether NDPERS will be allowing individuals to make pre-tax payroll deductions to their HSA. Although there has not been a large volume of inquiries, staff has been reviewing what would be involved to move forward and allow HDHP participants this option.

Currently, participants can make personal payments directly to Discovery Benefits, the 3rd Party Administrator of the HSA accounts. Since these are personal payments, they are considered after-tax employee contributions. These after-tax employee contributions, along with the employer contributions made by the state, are applied against the annual federal limit for contributions. The state currently contributes \$60.74 per month for single contracts and \$147.00 per month for family contracts. These contributions are exempt from federal income taxes. The employee after-tax contributions are eligible for favorable tax treatment through the IRS which allows an individual to claim the after-tax contributions as an adjustment to gross income on their federal tax return. However, an employee is not able to benefit from reduced FICA taxes through after-tax contributions. Currently there are 144 active participants in the plan. Discovery Benefits has indicated that thus far in 2014, there are 34 participants making personal after-tax contributions to their accounts.

Since the participants send their personal payments directly to Discovery Benefits, by either personal check or by setting up automatic withdrawals, NDPERS has no administrative record-keeping responsibilities with regard to employee after-tax contributions unless we are notified by Discovery Benefits that an individual exceeds the annual limit. When this occurs, NDPERS notifies the individual and informs them of the steps they need to take to remove the funds in order to avoid an excise tax.

In reviewing the option to allow pre-tax payroll deductions, staff has determined that there are a number of considerations and steps that would be required in order to implement the option and ensure that it is administered appropriately. Some areas identified so far are:

- a. Revise the Flex Plan Section 125 Plan Document to address the pre-tax payroll deduction option and processes.
- b. Develop a Salary Reduction Agreement form for participants to use to direct their payroll to set-up or modify the pre-tax payroll deduction. Determine whether or not this will be an annual election and how employers will be notified of the election.
- c. Determine the approach that NDPERS staff is to take for annual limit monitoring. Specifically, will staff have direct involvement in monitoring limits, or will NDPERS leave the monitoring to the employee, who must notify NDPERS to take the required action to address the excess contribution? If NDPERS is to monitor, staff will need to learn more about the tools available through Discovery Benefits to ensure we understand what is involved in this process and what additional staff resources may be necessary.
- d. Develop a process for handling excess contributions and potential correction of W-2 by employers. Note that there will be a different process if the excess contribution is made as a pre-tax contribution vs an after-tax contribution.
- e. Educate employers and internal staff on option.
- f. Create participant communications to inform of pre-tax payroll deduction option and employee responsibilities.
- g. Determine logistics of the contributions (i.e. frequency sent to Discovery Benefits, tracking of pre-tax & after-tax deductions by employee vs employer contributions, whether to capture details on PERSlink, etc).
- h. Configure PeopleSoft to allow deduction.

In addition, since the deductions are handled through payroll, employers would also need to agree to this option as it would require changes in their payroll systems and also additional administrative work related to the maintenance of the deductions and W-2 reporting.

Therefore, staff is seeking direction from the Board on this option. Specifically, is the Board comfortable with the current arrangement that only allows employee after tax contributions to the HSA and NDPERS is only involved when the annual limit is exceeded, or would the Board like staff to continue to explore the pre-tax payroll deduction option?

If it is the Board's desire for staff to continue to explore the pre-tax payroll deduction option, staff recommends the following action plan:

- 1) Since employers must support the pretax option through their payroll system, survey employers to determine if it is something they want to offer HDHP participants and can they accommodate the option on their system. The survey would also inform them of what additional maintenance and actions may be needed on their part regarding updating deductions when a person changes the contribution amount or dis-enrolls or re-enrolls in the HDHP plan. The survey can also provide details on the steps the employer will need to take when an employee exceeds the contribution

limits as it is the employer's responsibility to refund the contribution to the employee and possibly update the employee's W-2. In addition, employers need to be aware that the deductions are not subject to FICA/FUTA taxes.

- 2) Staff would bring forward the responses from the employers, as well as more detailed information on the administrative areas outlined above for the Board to consider.

Given the numerous steps required to implement the pre-tax payroll deductions, staff recommends that if the option is to be offered, it be available no sooner than annual enrollment in the fall of 2015 for the 2016 plan year.

Board Action Requested:

Determine if NDPERS should continue to limit employee contributions to the HSA as after-tax employee contributions or if staff should move forward with the action plan outlined above for further review and implementation of the option for the 2016 plan year.



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Memorandum

TO: NDPERS Board

FROM: Rebecca & Kathy

DATE: May 18, 2017

SUBJECT: Life Insurance Enhancements

At the special Board meeting in April, the Board selected Voya Financial to continue its services for the NDPERS Group Life Insurance Plan. As part of its offer, there were several plan enhancement and new options offered for consideration. The following is an outline of the enhancements:

- 1) Increase the basic life insurance for active employees from \$3,500 to \$7,000.

Employees that currently have \$5,000 in coverage (\$3,500 basic plus \$1,500 supplemental), will be adjusted to \$7,000 basic and from \$1,500 supplemental to \$3,000 supplemental for a total of \$10,000 of coverage. Staff discussed this approach with Voya who confirmed that this is the method used by other employers that experience a change of this type.

- 2) New benefit enhancements

- a. Occupational hazard benefit.
- b. Line of duty AD&D benefit.
- c. Portability of basic and supplemental life upon termination.
- d. Increase in maximum accelerated death benefit, including new long term care facility benefit.
- e. Disability waiver of premium extension available to dependents and spouses.

For 1 above, staff is recommending implementation on August 1, 2017 rather than July 1st. This will allow us time to develop a file to transmit the changes to Higher Education to load into PeopleSoft as well as provide NDPERS time to test our file for OMB to load into PeopleSoft. This is necessary because all individuals enrolled in the plan will experience a level of coverage change due to the basic life insurance being increased. Without file feeds to the State and Higher Education payroll systems, this implementation will result in

significant work efforts at the employer level. For consistency the benefit enhancements in 2 will also be effective August 1st. We have discussed this with VOYA and they have agreed to this change in the implementation date.

- 3) Voya offered enhanced employee, dependent and spouse supplemental coverage as follows:
 - a. Employee supplemental coverage can be increased from \$200,000 maximum benefit to \$400,000 maximum benefit, with \$200,000 being guaranteed issue. Amounts requested above \$200,000 will require evidence of insurability and approval by Voya.
 - b. Dependent supplemental coverage can be increased to offer additional tier options of \$7,000 or \$10,000. Current tiers are \$2,000 or \$5,000. Voya has indicated that they will allow a one-time option during the fall 2017 annual enrollment for participants to apply to increase to a higher tier amount without evidence of insurability with coverage effective January 1, 2018.
 - c. Spouse supplemental coverage can be increased from \$100,000 maximum benefit to \$200,000 maximum benefit, with \$50,000 being guaranteed issue. Any amount requested above \$50,000 will continue to require evidence of insurability and approval by Voya.

NDPERS staff recommends implementing these enhanced coverage amounts for all employees as part of the fall 2017 annual enrollment with coverage effective January 1, 2018. Because increased coverage may require evidence of insurability, rather than hold a special enrollment, staff feels the best way to facilitate the communication and processing is through annual enrollment. This will also allow staff time to modify PERSLink and Member Self Service to accommodate these enrollments.

New hires employed in December will be permitted to apply for coverage at the higher thresholds because their coverage effective date will be January 1, 2018. New hires prior to December will be given the opportunity to enroll in existing coverage levels but apply for enhanced levels with all other employees through the annual enrollment process.

Voya has indicated that they can accommodate the above implementation timeframes for the enhanced benefits.

Staff Recommendation:

Approve implementation of #1 and #2 with an effective date of August 1, 2017.

Approve implementation of #3 with an effective date of January 1, 2018.

Board Action:

Approve or deny staff's recommendations.



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Memorandum

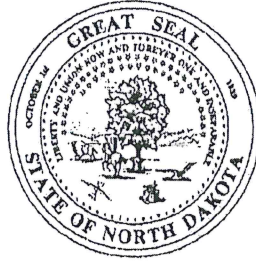
TO: NDPERS Board
FROM: Kathy Allen
DATE: May 18, 2017
SUBJECT: SHP – Heart of America Health Plan Provider Agreement

At the April 27th meeting, the Board approved continuing the availability of the Heart of America Health Plan in the Rugby service area. Included for your review is the Provider Agreement for the period July 1, 2017 through June 30, 2018.

The agreement has been reviewed and updated by our legal counsel. Staff recommends approval of the agreement.

Board Action Requested

NORTH DAKOTA INSURANCE DEPARTMENT



Certificate of Authority

This is to certify that pursuant to the Insurance Code of the State of North Dakota, Sanford Heart of America Health Plan organized under the laws of North Dakota subject to its Articles of Incorporation or other fundamental organizational documents is authorized to transact within the State of North Dakota, subject to provisions of this certificate, the following lines of insurance:

Accident & Health

as these lines are now or may be defined in Title 26.1, the insurance laws of the State of North Dakota.

This certificate is expressly conditioned upon the holder being in full compliance with all of the applicable laws and lawful requirements made under authority of the laws of the State of North Dakota as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are or may be changed or amended.

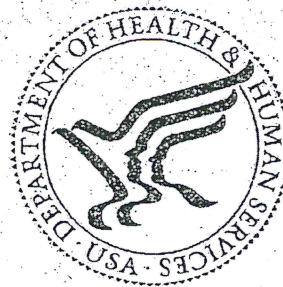
This certificate is at all times the property of the State of North Dakota and shall continue in force as long as the Insurer is entitled to it under the laws of the State of North Dakota and until suspended or revoked or otherwise terminated, at which time the Insurer shall promptly deliver this Certificate to the Insurance Commissioner of the State of North Dakota.

IN WITNESS WHEREOF, I have hereunto set my hand at the City of Bismarck, on July 1, 2013.

Adam Hamm

A handwritten signature in black ink, appearing to read "Adam Hamm", written over a horizontal line.

Insurance Commissioner



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service

This is to certify that
Heart of America
Health Maintenance Organization
has been found to be a qualified
Health Maintenance Organization
under the provisions of Title XIII of the
Public Health Service Act.

Frank Subola

Director, Office of Health Maintenance Organizations

July 28, 1983

Date

ANNUAL STATEMENT FOR THE YEAR 2016 OF THE Sanford Heart of America Health Plan

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D).....	2,154,085		2,154,085	2,121,318
2. Stocks (Schedule D):				
2.1 Preferred stocks	0		0	0
2.2 Common stocks	0		0	0
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens			0	0
3.2 Other than first liens			0	0
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ encumbrances).....			0	0
4.2 Properties held for the production of income (less \$ encumbrances)			0	0
4.3 Properties held for sale (less \$ encumbrances)			0	0
5. Cash (\$ 927,646 , Schedule E-Part 1), cash equivalents (\$ 0 , Schedule E-Part 2) and short-term investments (\$ 17,775 , Schedule DA).....	945,420		945,420	763,514
6. Contract loans (including \$ premium notes).....			0	0
7. Derivatives (Schedule DB).....	0		0	0
8. Other invested assets (Schedule BA)	0		0	0
9. Receivables for securities			0	0
10. Securities lending reinvested collateral assets (Schedule DL).....			0	0
11. Aggregate write-ins for invested assets	0	0	0	0
12. Subtotals, cash and invested assets (Lines 1 to 11)	3,099,506	0	3,099,506	2,884,832
13. Title plants less \$ charged off (for Title insurers only).....			0	0
14. Investment income due and accrued	6,607		6,607	8,071
15. Premiums and considerations:				
15.1 Uncollected premiums and agents' balances in the course of collection	4,097		4,097	50,621
15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ earned but unbilled premiums).....			0	0
15.3 Accrued retrospective premiums (\$) and contracts subject to redetermination (\$)			0	0
16. Reinsurance:				
16.1 Amounts recoverable from reinsurers			0	0
16.2 Funds held by or deposited with reinsured companies			0	0
16.3 Other amounts receivable under reinsurance contracts			0	0
17. Amounts receivable relating to uninsured plans			0	0
18.1 Current federal and foreign income tax recoverable and interest thereon			0	0
18.2 Net deferred tax asset			0	0
19. Guaranty funds receivable or on deposit			0	0
20. Electronic data processing equipment and software.....			0	0
21. Furniture and equipment, including health care delivery assets (\$)			0	0
22. Net adjustment in assets and liabilities due to foreign exchange rates			0	0
23. Receivables from parent, subsidiaries and affiliates	6,780		6,780	0
24. Health care (\$) and other amounts receivable.....			0	141,179
25. Aggregate write-ins for other-than-invested assets	10,164	10,164	0	0
26. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25).....	3,127,153	10,164	3,116,989	3,084,703
27. From Separate Accounts, Segregated Accounts and Protected Cell Accounts.....			0	0
28. Total (Lines 26 and 27).....	3,127,153	10,164	3,116,989	3,084,703
DETAILS OF WRITE-INS				
1101.				
1102.				
1103.				
1198. Summary of remaining write-ins for Line 11 from overflow page	0	0	0	0
1199. Totals (Lines 1101 through 1103 plus 1198) (Line 11 above)	0	0	0	0
2501. Prepaid Insurance.....	10,164	10,164	0	0
2502.				
2503.				
2598. Summary of remaining write-ins for Line 25 from overflow page	0	0	0	0
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	10,164	10,164	0	0

ANNUAL STATEMENT FOR THE YEAR 2016 OF THE Sanford Heart of America Health Plan

LIABILITIES, CAPITAL AND SURPLUS

	Current Year			Prior Year
	1 Covered	2 Uncovered	3 Total	4 Total
1. Claims unpaid (less \$ reinsurance ceded)	367,270	49,185	416,455	486,968
2. Accrued medical incentive pool and bonus amounts			0	0
3. Unpaid claims adjustment expenses	15,000		15,000	16,000
4. Aggregate health policy reserves, including the liability of \$ for medical loss ratio rebate per the Public Health Service Act	300,000		300,000	390,000
5. Aggregate life policy reserves			0	0
6. Property/casualty unearned premium reserves			0	0
7. Aggregate health claim reserves			0	0
8. Premiums received in advance	46,926		46,926	70,189
9. General expenses due or accrued	67,925		67,925	146,106
10.1 Current federal and foreign income tax payable and interest thereon (including \$ on realized capital gains (losses))			0	0
10.2 Net deferred tax liability			0	0
11. Ceded reinsurance premiums payable			0	0
12. Amounts withheld or retained for the account of others			0	0
13. Remittances and items not allocated			0	0
14. Borrowed money (including \$ current) and interest thereon \$ (including \$ current)			0	0
15. Amounts due to parent, subsidiaries and affiliates	93,679		93,679	40,955
16. Derivatives		0	0	0
17. Payable for securities			0	0
18. Payable for securities lending			0	0
19. Funds held under reinsurance treaties (with \$ authorized reinsurers, \$ unauthorized reinsurers and \$ certified reinsurers)			0	0
20. Reinsurance in unauthorized and certified (\$) companies			0	0
21. Net adjustments in assets and liabilities due to foreign exchange rates			0	0
22. Liability for amounts held under uninsured plans			0	0
23. Aggregate write-ins for other liabilities (including \$ current)	0	0	0	0
24. Total liabilities (Lines 1 to 23)	990,801	49,185	939,985	1,150,117
25. Aggregate write-ins for special surplus funds	XXX	XXX	0	0
26. Common capital stock	XXX	XXX	0	0
27. Preferred capital stock	XXX	XXX	0	0
28. Gross paid in and contributed surplus	XXX	XXX	3,000,000	3,000,000
29. Surplus notes	XXX	XXX	0	0
30. Aggregate write-ins for other-than-special surplus funds	XXX	XXX	0	0
31. Unassigned funds (surplus)	XXX	XXX	(822,996)	(1,065,414)
32. Less treasury stock, at cost:				
32.1 shares common (value included in Line 26 \$)	XXX	XXX	0	0
32.2 shares preferred (value included in Line 27 \$)	XXX	XXX	0	0
33. Total capital and surplus (Lines 25 to 31 minus Line 32)	XXX	XXX	2,177,004	1,934,586
34. Total liabilities, capital and surplus (Lines 24 and 33)	XXX	XXX	3,116,989	3,084,703
DETAILS OF WRITE-INS				
2301.				
2302.				
2303.				
2398. Summary of remaining write-ins for Line 23 from overflow page	0	0	0	0
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	0	0	0	0
2501.	XXX	XXX		
2502.	XXX	XXX		
2503.	XXX	XXX		
2598. Summary of remaining write-ins for Line 25 from overflow page	XXX	XXX	0	0
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)	XXX	XXX	0	0
3001.	XXX	XXX		
3002.	XXX	XXX		
3003.	XXX	XXX		
3098. Summary of remaining write-ins for Line 30 from overflow page	XXX	XXX	0	0
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)	XXX	XXX	0	0

ANNUAL STATEMENT FOR THE YEAR 2016 OF THE Sanford Heart of America Health Plan

STATEMENT OF REVENUE AND EXPENSES

	Current Year		Prior Year
	1 Uncovered	2 Total	3 Total
1. Member Months.....	XXX.....	8,435.....	9,449.....
2. Net premium income (including \$0 non-health premium income).....	XXX.....	3,395,353.....	3,495,075.....
3. Change in unearned premium reserves and reserve for rate credits.....	XXX.....	.....	0.....
4. Fee-for-service (net of \$ medical expenses).....	XXX.....	.....	0.....
5. Risk revenue.....	XXX.....	.....	0.....
6. Aggregate write-ins for other health care related revenues.....	XXX.....	0.....	0.....
7. Aggregate write-ins for other non-health revenues.....	XXX.....	0.....	0.....
8. Total revenues (Lines 2 to 7).....	XXX.....	3,395,353.....	3,495,075.....
Hospital and Medical:			
9. Hospital/medical benefits.....	.....	1,137,788.....	1,692,180.....
10. Other professional services.....	.....	1,241,415.....	1,479,975.....
11. Outside referrals.....	338,518.....	338,518.....	244,502.....
12. Emergency room and out-of-area.....	.....	148,574.....	146,863.....
13. Prescription drugs.....	.....	0.....	0.....
14. Aggregate write-ins for other hospital and medical.....	0.....	0.....	0.....
15. Incentive pool, withhold adjustments and bonus amounts.....	.....	.....	0.....
16. Subtotal (Lines 9 to 15).....	338,518.....	2,866,295.....	3,563,521.....
Less:			
17. Net reinsurance recoveries.....	.....	.....	60,754.....
18. Total hospital and medical (Lines 16 minus 17).....	338,518.....	2,866,295.....	3,502,766.....
19. Non-health claims (net).....	.....	.....	0.....
20. Claims adjustment expenses, including \$37,019 cost containment expenses.....	.....	101,803.....	112,782.....
21. General administrative expenses.....	.....	309,047.....	337,401.....
22. Increase in reserves for life and accident and health contracts (including \$ increase in reserves for life only).....	.....	(90,000).....	173,000.....
23. Total underwriting deductions (Lines 18 through 22).....	338,518.....	3,187,145.....	4,125,950.....
24. Net underwriting gain or (loss) (Lines 8 minus 23).....	XXX.....	208,208.....	(626,875).....
25. Net investment income earned (Exhibit of Net Investment Income, Line 17).....	.....	31,059.....	29,152.....
26. Net realized capital gains (losses) less capital gains tax of \$1,424.....	.....	.....	(748).....
27. Net investment gains (losses) (Lines 25 plus 26).....	0.....	32,484.....	28,404.....
28. Net gain or (loss) from agents' or premium balances charged off [(amount recovered \$) (amount charged off \$ ..... )].....	.....	0.....	0.....
29. Aggregate write-ins for other income or expenses.....	0.....	0.....	0.....
30. Net income or (loss) after capital gains tax and before all other federal income taxes (Lines 24 plus 27 plus 28 plus 29).....	XXX.....	240,691.....	(598,471).....
31. Federal and foreign income taxes incurred.....	XXX.....	.....	0.....
32. Net income (loss) (Lines 30 minus 31).....	XXX.....	240,691.....	(598,471).....
DETAILS OF WRITE-INS			
0601.	XXX.....	.....	.....
0602.	XXX.....	.....	.....
0603.	XXX.....	.....	.....
0698. Summary of remaining write-ins for Line 6 from overflow page.....	XXX.....	0.....	0.....
0699. Totals (Lines 0601 through 0603 plus 0698) (Line 6 above).....	XXX.....	0.....	0.....
0701.	XXX.....	.....	.....
0702.	XXX.....	.....	.....
0703.	XXX.....	.....	.....
0798. Summary of remaining write-ins for Line 7 from overflow page.....	XXX.....	0.....	0.....
0799. Totals (Lines 0701 through 0703 plus 0798) (Line 7 above).....	XXX.....	0.....	0.....
1401. ....	.....	.....	.....
1402. ....	.....	.....	.....
1403. ....	.....	.....	.....
1498. Summary of remaining write-ins for Line 14 from overflow page.....	0.....	0.....	0.....
1499. Totals (Lines 1401 through 1403 plus 1498) (Line 14 above).....	0.....	0.....	0.....
2901. Contributions Expense.....	.....	.....	0.....
2902. ....	.....	.....	.....
2903. ....	.....	.....	.....
2998. Summary of remaining write-ins for Line 29 from overflow page.....	0.....	0.....	0.....
2999. Totals (Lines 2901 through 2903 plus 2998) (Line 29 above).....	0.....	0.....	0.....



SANFORD[®]
HEALTH PLAN

Benefit Options

High Option
\$0 Deductible
20% Coinsurance
\$15 Office Visit Copay
\$25 Specialty Copay
\$30 Emergency Room Copay
No Drug Coverage

Low Option
\$0 Deductible
20% Coinsurance
\$250 per diem Inpatient Admission
\$15 Office Visit Copay
\$25 Specialty Copay
\$30 Emergency Room Copay
No Drug Coverage

Share Option
\$500 Deductible
\$1,500 Out-of-Pocket Maximum
20% Coinsurance
\$15 Office Visit Copay
\$30 Emergency Room Copay
No Drug Coverage

2017 Health Rates

Single	\$730.40
Employee + Child(ren)	\$1,252.90
Family	\$1,711.00

Single	\$669.60
Employee + Child(ren)	\$1,153.10
Family	\$1,586.50

Single	\$545.60
Employee + Child(ren)	\$940.00
Family	\$1,294.10



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <http://www.sanfordhealthplan.com/policy/hoa-rugby-bottineau.pdf> or by calling 1-800-752-5863 (toll free) | TTY/TDD: 1-877-652-1844 (toll-free). For general definitions of common terms, such as allowed amount, balance-billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-752-5863 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	No.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without cost-sharing and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this <u>plan</u> begins to pay for these services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	No.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, <u>copays</u> and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.sanfordhealthplan.com or call 1-800-752-5863 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a provider in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a provider for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance-billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your provider before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the in-network <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		<u>Network provider</u> (You will pay the least)	<u>Out-of-network provider</u> (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 <u>copay</u> /visit; <u>deductible</u> does not apply	Not covered	None
	<u>Specialist</u> visit	\$25 <u>copay</u> /visit; <u>deductible</u> does not apply	Not covered	None
	<u>Preventive care/screening/immunization</u>	No charge	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if these services you need are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	Not covered	None
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	None
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at sanfordhealthplan.com	Tier 1--Generic drugs	Not covered	Not Covered	Covers up to a 30-day supply. Refer to your Summary of Pharmacy Benefits/ <u>Formulary</u> to determine which benefit applies to your medication.
	Tier 2--Preferred brand drugs	Not covered	Not Covered	
	Tier 3--Non-preferred brand drugs	Not covered	Not Covered	
	Tier 4-- <u>Specialty drugs</u>	Not covered	Not Covered	Refer to your Summary of Pharmacy Benefits/ <u>Formulary</u> to determine which benefit applies to your medication.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	Not Covered	These services require certification by the <u>plan</u> for in-network coverage levels to apply.
	Physician/surgeon fees	No charge	Not Covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network provider (You will pay the least)	Out-of-network provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if directly admitted. Out-of- <u>network</u> benefit is the same as in- <u>network</u> benefit unless Plan determines the condition did not meet Prudent Layperson definition of Emergency; then out-of- <u>network</u> "Not covered" terms apply and Member is responsible for all charges. In in- <u>network</u> benefit applies, Member is responsible for charges above Reasonable Cost as defined by Policy.
	<u>Emergency medical transportation</u>	No charge	No charge	
	<u>Urgent care</u>	\$15 <u>copay</u> /visit; <u>deductible</u> does not apply	\$15 <u>copay</u> /visit; <u>deductible</u> does not apply	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	No charge	These Services require certification by the Health Plan for in-network coverage levels to apply.
	Physician/surgeon fees	No charge	Not covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 <u>copay</u> /office visit; <u>deductible</u> does not apply and no charge for other outpatient services	Not covered	For outpatient treatment services, the first 5 hours or visits of any calendar year will be covered at 100% (no charge). For full details, please refer to your Policy.
	Inpatient services	No charge	Not covered	Inpatient services require certification by the Health Plan for in-network coverage levels to apply. For full details, please refer to your Policy.
If you are pregnant	Office visits	\$15 <u>copay</u> /office visit; <u>deductible</u> does not apply and no charge for other outpatient services	Not covered	Cost sharing does not apply for <u>preventive services</u> . Depending on the type of services <u>copayment</u> / <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge	Not covered	
	Childbirth/delivery facility services	No charge	Not covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		<u>Network provider</u> (You will pay the least)	<u>Out-of-network provider</u> (You will pay the most)	
If you need help recovering or have other special health needs	<u>Home health care</u>	No charge	Not covered	These services require certification by the Health Plan for in-network coverage levels to apply. Limited to 40 visits per calendar year.
	<u>Rehabilitation services</u>	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply and no charge for other outpatient services	Not covered	Office Visit includes practitioner consults. Ancillary includes but is not limited to x-rays, labs, and ultrasounds. Limited to 30 visits per therapy per calendar year.
	<u>Habilitation services</u>	Not covered	Not covered	None
	<u>Skilled nursing care</u>	No charge	Not covered	These services require certification by the Health plan for in-network coverage levels to apply. Limited to 60 days in any consecutive 12-month period.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u> up to a max of \$500/calendar year	Not covered	These services require certification by the Health plan for in-network coverage levels to apply. For full details, please refer to your Policy.
	<u>Hospice services</u>	No charge	Not covered	These services require certification by the Health plan for in-network coverage levels to apply.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|--------------------|-------------------------|--|
| • Acupuncture | • Hearing aids | • Non-emergency care when traveling outside the U.S. |
| • Cosmetic surgery | • Infertility treatment | • Routine eye care (Adult) |
| • Dental care | • Long-term care | • Weight loss programs |

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|---------------------|--|--|
| • Bariatric Surgery | • Private-duty nursing | • Telehealth / e-visits / video visits |
| • Chiropractic Care | • Routine foot care (for diabetics only) | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: North Dakota Insurance Department at 1-800-247-0560. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Sanford Health Plan/Customer Service at 1-800-752-5863 or contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-892-0675 (*toll-free*).

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-892-0675 (*toll-free*).

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-892-0675 (*toll-free*).

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-892-0675 (*toll-free*).

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

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$25
■ <u>Hospital (facility) coinsurance</u>	0
■ Other <u>coinsurance</u>	0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)

Childbirth/Delivery Professional Services

Childbirth/Delivery Facility Services

Diagnostic tests (*ultrasounds and blood work*)

Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$60
----------------------	------

The total Peg would pay is	\$60
-----------------------------------	-------------

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$25
■ <u>Hospital (facility) coinsurance</u>	0
■ Other <u>coinsurance</u>	0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)

Diagnostic tests (*blood work*)

Prescription drugs

Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing

<u>Deductibles*</u>	\$0
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$60
----------------------	------

The total Joe would pay is	\$60
-----------------------------------	-------------

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$25
■ <u>Hospital (facility) coinsurance</u>	0
■ Other <u>coinsurance</u>	0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)

Diagnostic test (*x-ray*)

Durable medical equipment (*crutches*)

Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,930
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In this example, Mia would pay:

Cost Sharing

<u>Deductibles*</u>	\$0
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$0
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The total Mia would pay is	\$0
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: Sanford Wellness at 1-877-305-5463.

*Note: This plan has other deductibles for specific services included in this coverage example. See "Are there other deductibles for specific services?" row above.

The plan would be responsible for the other costs of these EXAMPLE covered services.

SANFORD HEART OF AMERICA HEALTH PLAN PROVIDER AGREEMENT

This is an agreement between the State of North Dakota acting through its Public Employees Retirement System ("PERS" or the "State") and Sanford Heart of America Health Plan ("Heart of America"), 810 S. Main Avenue, Rugby, North Dakota, 58368 (the "Agreement").

Whereas, the PERS may contract with one or more health maintenance organizations to provide eligible employees the option of membership in a health maintenance organization pursuant to North Dakota Century Code (N.D.C.C.) 54-52.1-04.1.

Whereas, Heart of America by letter dated April 3, 2017 submitted a request to continue to offer Heart of America membership to eligible North Dakota public employees.

Whereas, the PERS had previously approved Heart of America to provide such membership to eligible North Dakota public employees.

Whereas, the PERS has determined that Heart of America has met the applicable qualifications.

Whereas, the PERS on April 27, 2017 exercised its discretion to include Heart of America as a health plan within the PERS Uniform Group Insurance Program.

TERMS AND CONDITIONS

1. **Term of Agreement.** The term of this agreement is for a period of twelve (12) months, commencing on July 1, 2017 and terminating on the June 30, 2018.
2. **Premium Rate.** The following monthly rates shall be effective for the term of this Agreement:

	<u>High Option</u>	<u>Low Option</u>	<u>Share Option</u>
Single	\$ 730.40	\$ 669.60	\$ 545.60
Single plus Dependent	\$1,252.90	\$1,153.10	\$ 940.00
Family	\$1,711.00	\$1,586.50	\$ 1,294.10

3. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' prior written notice.

PERS may terminate this contract effective upon delivery of written notice to Heart of America, or at such later date as may be stated in the notice, under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- b. If federal or state laws, rules or regulations are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- c. If any license, permit or certificate required by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, revoked, suspended or not renewed.

- d. If Heart of America amends or terminates its Benefit Contract filed with the North Dakota Insurance Commissioner.

Termination for cause. PERS may terminate this contract effective upon delivery of written notice to Heart of America, or any later date stated in the notice:

- (1) If Heart of America fails to provide services required by this Agreement within the time specified or any extension agreed to by PERS; or
(2) If Heart of America fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. **Indemnity.** Heart of America agrees to defend, indemnify, save and hold harmless the State of North Dakota, its agencies, officers and employees, including PERS, including its Board of Trustees, officers and employees (for the purposes of this provision all parties are together referenced as the "State"), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors or omissions. The legal defense provided by Heart of America to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Heart of America also agrees to defend, indemnify, and hold the State harmless from all costs, expenses and attorneys' fees incurred if State prevails in an action against Heart of America in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.
5. **Assignment and Delegation.** Heart of America may not assign or otherwise transfer or delegate any right or duty under this Agreement without the express written consent of PERS.
6. **Modification.** This Agreement may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.
7. **Group Contract.** Except where modified herein, the parties agree to comply with all terms of the Heart of America Non-Medicare Benefit Contract as filed with and approved by the North Dakota Insurance Commissioner under N.D.C.C. §26.1-18.1-07 (the "Benefit Contract") which is attached hereto as Exhibit A and incorporated herein by reference.
8. **Service Area.** The service area shall be the service area identified in the Benefit Contract attached hereto at Exhibit A.
9. **Coverage.** Heart of America's listing of benefits and services outlined in its request to offer membership to eligible PERS North Dakota public employees by letter dated April 3, 2017 (with attachments), is attached hereto as Exhibit B and incorporated herein by reference.
10. **Payment.** PERS will pay Heart of America the following amount for each type of state contract:

<u>State Contracts</u>	<u>High Option</u>	<u>Low Option</u>	<u>Share Option</u>
Single	\$ 730.40	\$ 669.60	\$ 545.60
Single plus Dependent	\$1,252.90	\$1,153.10	\$ 940.00
Family	\$1,440.18	\$1,440.18	\$ 1,294.10

<u>Political Subdivision Contracts</u>	<u>High Option</u>	<u>Low Option</u>	<u>Share Option</u>
Single	\$ 730.40	\$ 669.60	\$ 545.60
Single plus Dependent	\$1,252.90	\$1,153.10	\$ 940.00
Family	\$1,711.00	\$1,586.50	\$ 1,294.10

11. **Premium Differential.** The difference between the premium rate stated in Provision 2 and the PERS payment stated in Provision 10 must be collected from the member. Heart of America is responsible for attaining and maintaining appropriate payroll deduction authorization from each participating member and submitting it to the member's employer (i.e., payroll department) by June 1 of each year and thereafter within fifteen (15) days of enrollment. A copy of such authorization must also be filed with PERS.
12. **Enrollment.** Heart of America must file a copy of each Member's completed enrollment application with PERS by June 1 of each year and thereafter within fifteen (15) days of enrollment. The application must include the type of contract and its effective date.
13. **Legal Compliance.** The parties agree to comply at its own expense with all federal and state laws and all regulations promulgated under those laws in carrying out its responsibilities and obligations under this Agreement.
14. **Merger.** This Agreement, including Exhibits, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.
15. **State Audit.** The books, records, documents, and all other records in any form, and the accounting practices and procedures of Heart of America relevant to this Agreement are subject to examination by the North Dakota State Auditor, Auditor's designee, or Federal auditors. Heart of America will maintain all such records for at least three (3) years following completion of this Agreement and be able to provide such records at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice of a request for records.
16. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
17. **Applicable Law and Venue.** This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.
18. **Confidentiality.** The parties agree that all participation by PERS North Dakota eligible public employees and their dependents in programs under this Agreement is confidential. Heart of America agrees to comply with the requirements of a separately signed Business Associate Agreement as required under the federal HIPAA Privacy Rule, 45 C.F.R. 164.502(e)(2) and with respect to any services provided under this Agreement, to comply with all applicable requirements of the federal HIPAA privacy rule, 45 CFR pts. 160 and 164. Heart of America shall not use or disclose any information it receives from PERS under this Agreement that PERS has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by PERS or specified under this Agreement. PERS shall not disclose any information it receives from Heart of America that Heart of America has previously identified as confidential and that PERS determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of PERS and Heart of America to maintain confidentiality of information under this section continues beyond the term of this Agreement. Failure of Heart of America to maintain the confidentiality of such

information may be considered a material breach of the contract and may constitute the basis for civil and criminal penalties under North Dakota law. The indemnity provisions of Provision 4 of this Agreement specifically apply to the duty of Heart of America to comply with this confidentiality requirement. Upon termination of this Agreement, for any reason, Heart of America shall return or destroy all confidential information received from PERS, or created and received by Heart of America on behalf of PERS. This provision applies to confidential information that may be in the possession of subcontractors or agents of Heart of America. In the event that Heart of America asserts that returning or destroying the confidential information is not feasible, Heart of America shall provide PERS notification of the conditions that make return or destruction infeasible. Upon written agreement of PERS that return or destruction of confidential information is not feasible, Heart of America shall extend the protections of this Agreement to that confidential information and limit further uses and disclosures of any such confidential information to those purposes that make the return or destruction infeasible, for so long as Heart of America maintains the information.

19. **Compliance with Public Records Law.** Heart of America understands that, except for information that is confidential or otherwise exempt from the North Dakota open records law, PERS must disclose to the public upon request any records it receives from Heart of America. Heart of America further understands that any records that are obtained or generated by Heart of America under this Agreement, except for records that are confidential or exempt may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Heart of America agrees to contact PERS immediately upon receiving a request for information under the open records law and to comply with PERS instructions on how to respond to the request.
20. **Insurance.** Heart of America shall secure and keep in force during the term of this Agreement and Heart of America shall require all subcontractors, prior to commencement of an agreement between Heart of America and the subcontractor, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
 - 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
 - 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
 - 5) Professional errors and omissions with minimum limits of \$1,000,000 per occurrence and in the aggregate, Heart of America shall continuously maintain such coverage during the contract period and for three years (3) thereafter. In the event of a change or cancellation of coverage, Heart of America shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Heart of America.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy

follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- 3) The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
 - 4) The state of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this Agreement or by the contractual indemnity obligations of Heart of America.
 - 5) The insurance required in this Agreement, through a policy or endorsement, shall include:
 - a) "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) A provision that Heart of America's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of Heart of America's insurance and shall not contribute with it;
 - c) Cross-liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
 - e) The insolvency or bankruptcy of the insured (Heart of America) shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured (Heart of America) from meeting the retention limit under the policy.
 - 6) Heart of America shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
 - 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling the State to terminate this Agreement immediately.
 - 8) Heart of America shall provide at least thirty (30) days' notice of any cancellation or material change to the policies or endorsements.
21. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond that party's reasonable control and the affected party gives notice to the other party immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.
22. **Independent Entity.** Heart of America is an independent entity under this Agreement and is not a State employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Heart of America retains sole and absolute discretion in the manner and means of carrying out Heart of America's activities and responsibilities under this contract, except to the extent specified in this contract.
23. **Notice.** All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Kathy M. Allen
Benefit Programs Manager
NDPERS
400 E Broadway, Suite 505
Bismarck, ND 58502

or

Adam Craghead
Sanford Health Plan
300 N Cherapa Place #201
Sioux Falls, SD 57103

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

24. **Spoliation – Notice of Potential Claims.** Heart of America shall promptly notify the State of all potential claims that arise or result from this Agreement. Heart of America shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the State the opportunity to review and inspect the evidence, including the scene of an accident.
25. **Attorney Fees.** In the event a lawsuit is instituted by the State to obtain performance due under this contract, and the State is the prevailing party, Heart of America shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.
26. **Alternative Dispute Resolution – Jury Trial.** The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.
27. **Effectiveness Of Contract.** This Agreement is not effective until fully executed by both parties.

Jon Strinden, Chair
North Dakota Public Employees
Retirement System Board

Kirk Zimmer, Executive Vice President
Sanford Heart of America Health Plan

Date

Date



North Dakota
Public Employees Retirement System
400 East Broadway, Suite 505 • Box 1657
Bismarck, North Dakota 58502-1657

Sparb Collins
Executive Director
(701) 328-3900
1-800-803-7377

FAX: (701) 328-3920 • EMAIL: NDPERS-info@nd.gov • <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board

FROM: Election Committee:
Troy Seibel, Chair
Casey Goodhouse
Kim Wassim

DATE: May 18, 2017

SUBJECT: Board Election Update

We have three candidates that have submitted election petitions for the active opening on the Board. The Election Committee will meet to validate the petitions on Monday, May 15th. A list of the eligible candidates will be provided at the Board meeting.