



North Dakota Public Employees Retirement System

Request for Proposal

Project Name:

Group Voluntary Dental PPO Benefits

**Claims Administration, Customer Service, Provider
Network and Network Management Services,
Related Administrative Services**

RFP Issue Date: February 1, 2024

Proposal Due Date: March 29, 2024

Proposed Effective Date: January 1, 2025

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TABLE OF CONTENTS

I. INTRODUCTION

1. Objectives of the Request for Proposal	5
2. Definitions.....	5
3. Background	5
4. Key Dates in the Proposal Process	5
5. Current Enrollment and Demographics	6
6. General Information on Voluntary Dental Plan	6
6.1. Benefit Plans	6
6.2. General.....	7

II. ELIGIBILITY AND SELECTION CRITERIA

1. Minimum Requirements.....	8
2. Selection Criteria	8

III. GENERAL INFORMATION

1. Non-Disclosure Agreement (NDA).....	9
2. Inquiries Regarding Specifications	9
3. Rules and Regulations.....	10
4. Confidentiality of Trade Secret, Proprietary, Commercial, and Financial Information (NDCC Section 44-04-18.4(6))	10
5. Addenda, Amendments, and Clarifications to the RFP.....	10
6. Order of Responses	11
7. Submission of Proposals	11
8. Conflicts of Interest List	13
9. Acceptance of Proposals	13
10. Non-Responsive Proposals	13
11. References	13
12. Compliance with HIPAA.....	13
13. Certification.....	14
14. Waiver	14
15. Additional Information from Responding Organizations.....	14
16. Interview with Responding Organizations	14
17. Modification	15
18. Solicitation	15
19. News Release	15
20. Change Required by Statute, Regulation, Court Order, or Program Appropriations	15
21. Historical Claim, Rate, and Member Census Information	15

IV. CONTRACT REQUIREMENTS

1. Introduction.....	16
2. Term of the Contract.....	16
3. Failure to Comply	17
4. Compliance with ERISA.....	17
5. Taxpayer ID Number	17
6. Authorized Signatures	17
7. Prohibited Interest	17
8. Required Contract Provisions	17

V. DESCRIPTION OF SERVICES CURRENTLY PROVIDED

1. Claim Adjudication and Member Services	18
2. Network Management.....	18
3. Eligibility / Participant Premium Billing Services	18
4. COBRA Administration	18
5. Issuance of ID Cards	19
6. Reporting	19
7. Summary Plan Description	19
8. Functional Relationships.....	19
9. Applicable Law.....	19

VI. FORMAT OF PROPOSAL

1. Cover Letter	20
2. Table of Contents	20
3. Attachment A: Technical Proposal.....	20
3.1. Attachment A-1: Minimum Requirements	21
3.2. Attachment A-2: Offeror Information	21
3.3. Attachment A-3: Dental Plan Design	21
3.4. Attachment A-4: Questionnaire.....	21
3.5. Attachment A-5: Subcontractor Questionnaire.....	22
3.6. Attachment A-6: Provider Access	22
3.7. Attachment A-7: Dental Providers.....	22
3.8. Attachment A-8: Provider Disruption by Claims	23
3.9. Attachment A-9: Provider Disruption by Service	23
3.10. Attachment A-10: Compliance	24
3.11. Attachment A-11: Performance Guarantees	24
3.12. Attachment A-12: Explanations and Deviations	24
3.13. Attachment A-13: Signature Page	25
3.14. Attachment A-14: Completed Appendices	25
3.15. Attachment A-15: Response Attachments	25

4.	Attachment B: Financial Proposal	26
4.1.	Attachment B-1: Financial Proposal Instructions.....	26
4.2.	Attachment B-2: Financial Compliance Checklist.....	26
4.3.	Attachment B-3: Financial Compliance Checklist Explanations	26
4.4.	Attachment B-4a, B-4b: Fully Insured Proposed Premium Rates	26
4.5.	Attachment B-5: Offeror Premium Analysis.....	27
4.6.	Attachment B-6: Provider Reimbursement History.....	27
4.7.	Attachment B-7: Signature Page.....	27
4.8.	Response Attachments	27

APPENDICES

Appendix A – Agreements	29
Appendix B – Non-Disclosure Agreement.....	46
Appendix C – Confidential/Proprietary Information	49
Appendix D – Conflicts of Interest List	50

I. INTRODUCTION

1. Objectives of the Request for Proposal

The objective of this Request for Proposal (RFP) is to solicit fully-insured proposals for services related to claim administration, customer service, access to a provider network(s) (as appropriate), and associated network management services for the North Dakota Public Employees Retirement System (NDPERS) group voluntary dental PPO plan. The account services to be provided under any resulting contract shall commence on January 1, 2025.

2. Definitions

For purposes of this RFP, the following terms are defined as indicated below:

- A. "Contractor" – the insurer/administrator selected pursuant to this RFP,
- B. "Offeror" – an entity responding to this RFP,
- C. "The Plan" – the dental benefits program pursuant to this RFP,
- D. "Dental Claims" – all dental services, equipment, and supplies eligible under the Plan,
- E. "Participant(s)" – All active or retired employees and their eligible dependents.

3. Background

The North Dakota Public Employees Retirement System (NDPERS) desires to provide voluntary Dental benefits to all eligible active and retired employees and their eligible dependents. NDPERS is soliciting proposals for coverage to be effective January 1, 2025.

4. Key Dates in the RFP Process

The following dates will apply during the RFP process. NDPERS reserves the right to waive or modify specific terms and conditions contained in this RFP, and to waive, modify, or extend deadlines specified herein.

Date	Activity
February 1, 2024	RFP is issued.
February 23, 2024	Written questions regarding proposals must be received by NDPERS no later than 5:00 p.m. (CDT).
March 11, 2024	NDPERS posts responses to all questions received.
March 29, 2024	Proposals must be received by NDPERS no later than 5:00 p.m. (CDT).

May 2024	NDPERS Board review of proposals.
June 2024	Finalist interviews and Best and Final Offers due, if deemed necessary by the NDPERS Board
End of August 2024	Selection and award of contract by NDPERS.
January 1, 2025	Effective Date of Coverage

5. ***Current Enrollment and Demographics***

NDPERS provides fully-insured, voluntary group Dental benefits for active permanent employees, retirees and their respective eligible dependents (collectively “participants”) of NDPERS. In addition to eligible state and university employee and dependents, it is possible that participation may be extended to certain political subdivisions eligible to participate in NDPERS based upon approval of the NDPERS Board. However, at this time, that action has not been taken.

NDPERS currently offers one plan design of voluntary Dental benefits. Listed below are the number of eligible participants and the number of enrolled participants as of December 31, 2023.

Eligibility Category	Number of Eligible Employees/Retirees	Number of Enrolled Participants
Actives	15,000	9,863
Retirees/COBRA	13,000	4,589

Annual enrollment for active state and university employees will be done each year from approximately mid-October through mid-November for coverage effective the following January 1. New hires must elect coverage within 31 days of their effective date. Coverage will then be effective the first day of the month following the date of permanent employment. If they do not elect coverage within 31 days, they must wait until the next annual enrollment period to apply unless they experience a qualifying event such as marriage, birth or loss of other employer sponsored dental coverage. Retirees do not have annual enrollment but must apply within 31 days of a qualifying event as provided under the Retiree Eligibility definition.

6. ***General Information on the Voluntary Dental Plan***

6.1. **Benefit Plans**

The Benefit Plan Year for NDPERS begins on January 1 of each year and concludes on December 31 of each year.

NDPERS has one plan of voluntary group Dental benefits, which is funded by the employee/retiree contributing 100% of the premiums. The current benefits are described in the Summary Plan Description available at the following link: <https://ndpers.nd.gov/active-members/insurance-plans/dental/>

Note: In all cases the “Dental Benefit Plan Summary” as issued by Delta Dental of Minnesota and made part of this RFP, will stand as the authority on questions related to plan design and plan provisions.

6.2. General

Offerors should keep in mind the following considerations as they prepare proposals in response to this RFP.

- The dental program is 100% voluntary. Premiums will be paid entirely by the employee.
- The dental program is fully insured. With respect to this contract and program, no commissions, bonuses or overrides will be paid to any party directly by NDPERS.
- No minimum participation requirements will be allowed by NDPERS.
- The Incumbent vendor will process all claims incurred prior to 1/1/2025.
- The Contractor will process all claims incurred while the contract between NDPERS and the Contractor is in effect. This includes run-out claims incurred during the period of the contract, but processed after the contract has been terminated.

II. ELIGIBILITY AND SELECTION CRITERIA

1. *Minimum Requirements*

To be eligible for consideration for this project, the Offeror must meet the following Minimum Requirements:

- A. The Offeror must have been in the business of providing group Dental benefits for at least five (5) years. Offerors should provide detailed information to establish that they have been in the business of providing group Dental insurance for at least five (5) years.
- B. The Offeror must be currently licensed by the North Dakota Department of Insurance to underwrite and administer group Dental insurance.
- C. The Offeror must have successfully underwritten, implemented, and administered a group Dental benefits plan for at least one group with 15,000+ active employees.

2. *Selection Criteria*

In determining which bid, if any, will best serve the interests of eligible employees and the state, the Board shall give adequate consideration to the following factors:

- A. The economy to be affected.
- B. The ease of administration.
- C. The adequacy of the coverages.
- D. The financial position of the carrier, with special emphasis as to its solvency.
- E. The reputation of the carrier and any other information that is available tending to show past experience with the carrier in matters of claim settlement, underwriting, and services.

The Board may reject any or all bids. In the event it does so, NDPERS shall again solicit bids as provided in this section.

III. GENERAL INFORMATION

1. *Non-Disclosure Agreement (NDA)*

In order to obtain Attachment C: Confidential Documents, which contains confidential data necessary to complete a proposal in response to this RFP, each Offeror must complete and return a signed Non-Disclosure Agreement. NDPERS requests that only those offerors qualified to respond to this RFP, as defined in Section II, submit the Non-Disclosure Agreement.

The Non-Disclosure Agreement must be the form provided in Appendix B of this RFP. The Non-Disclosure Agreement must be received before any confidential data will be released to an Offeror. Please scan and email a signed copy of the NDA to:

<p>Rebekah Ferstadt, Consultant Buck, A Gallagher Company Phone: 602-541-5241 E-mail: Rebekah.Ferstadt@buck.com</p>
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The information that will be provided to the Offeror after submission of the Non-Disclosure Agreement includes the following:

1. Demographic data showing the coverage election, date of birth, gender, city, state, zip and county for the eligible employee and retiree populations, to be used in completing the Geo-Access reports required in Attachments A-6.
2. Confidential Vendor Response Documents, which includes data on the most utilized providers by total claims paid and by total number of devices and disruption reports for completion of Attachments A-8 and A-9.
3. Historical claims data on a paid basis covering the past six years.

Attachment C will be sent via encrypted e-mail upon receipt of the Non-Disclosure Agreement. Attachment C will contain the necessary files in Microsoft Office.

Note: Failure to complete all fields on Appendix B may slow the processing of the request for Attachment C or may cause the request to be rejected. In such instances, Buck Consultants will attempt to contact the offeror to resolve the deficiencies.

2. *Inquiries Regarding Specifications*

Insurers will have until 5:00 p.m. (CDT) on February 23, 2024, to submit questions in writing regarding this RFP. All questions shall cite the specific RFP section and paragraph number(s) to which the question refers. Any questions received as directed below prior to the date and time above will be answered in a question and answer document issued by NDPERS. Only answers provided in writing by NDPERS will be considered official.

All query or question submissions must include the identity of the sender, the sender's title, firm name, mailing address, telephone number, and e-mail address.

Questions must be submitted by email to Rebekah Ferstadt of Buck Consultants, using the contact information found below. Neither NDPERS nor Buck Consultants are responsible for questions received after the submittal deadline.

Answers to questions will be made available on the NDPERS web site at <https://www.ndpers.nd.gov/about/bid-opportunities> by March 11, 2024, at 5:00 p.m. C.D.T.

Only information in the materials constituting this RFP, including its attachments, exhibits, and forms, the question and answer document, and any RFP addendum shall be binding on NDPERS.

All inquiries regarding these specifications must be in writing and sent via email to:

<p>Rebekah Ferstadt, Consultant Buck, A Gallagher Company Phone: 602-541-5241 E-mail: Rebekah.Ferstadt@buck.com</p>
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3. Rules and Regulations

Any Insurer submitting a proposal must be able to meet and comply with all applicable state and federal statutes and regulations.

4. Confidentiality of Trade Secret, Proprietary, Commercial, and Financial Information (NDCC Section 44-04-18.4(6))

All materials submitted in response to this RFP will become property of NDPERS, and upon receipt BY NDPERS are subject to the North Dakota public records law.

PLEASE NOTE that proposals should follow the Confidential/Proprietary Information instructions in Appendix C. Any provisions of the Responder's proposal that are desired to be confidential must be identified specifically on each page of the proposal and included in the table provided in Appendix C. The Request for Redaction chart in Appendix C MUST be completed and submitted with the proposal.

5. Addenda, Amendments, and Clarifications to the RFP

NDPERS may issue any addenda, amendments, and clarifications regarding this RFP that NDPERS determines are necessary. All such addenda, amendments, and clarifications issued by NDPERS become part of the RFP. All addenda,

amendments, and clarifications to the RFP will be issued in writing and added to the RFP posting at: <https://ndpers.nd.gov/about/bid-opportunities/>. NDPERS may also e-mail any addenda, amendments, or clarifications to all eligible Offerors that have submitted a Non-Disclosure Agreement that is recorded by NDPERS and that have provided NDPERS with an e-mail address. **However, it shall be the responsibility of the Offeror** to recheck the RFP posting at: <https://ndpers.nd.gov/about/bid-opportunities/> for any possible addenda prior to submitting a proposal. The Offeror must acknowledge all addenda, amendments, or clarifications by indicating receipt on the Signature Page (A-13 Signature Page) of Attachment A, Technical Proposal. Only written addenda, amendments, and clarifications signed or sent by authorized NDPERS personnel shall be binding. All oral and other interpretations or clarifications have no legal effect.

6. Order of Responses

Responses must be made in the same order as provided in the specifications. Unless a variation from the specifications of the RFP is specifically noted in a response, the Offeror is agreeing to meet all requirements, including the required contract provisions, stated in this RFP (See Appendix A). No proposed variation is binding on NDPERS unless and until accepted by NDPERS.

7. Submission of Proposals

To be considered for award, six (6) printed and bound copies, one (1) unbound copy of the Offeror's proposal, and one (1) electronic, editable, PDF redacted copy of the qualitative proposal on a separate USB flash drive (note that the electronic redacted copies may not be a picture) must be received by NDPERS on or before 5:00 P.M. (CDT), **March 29, 2024**. The Request for Redaction chart in Appendix C **MUST** be completed and submitted with the proposal. The unbound copy shall bear original signatures and shall be marked as the "Master Copy". The unbound Master Copy shall contain no divider sheets or tabs, and shall be printed on one side only of 8-1/2 in. x 11 in. white paper to enable copying if needed. Colors must reproduce in a legible manner on a black-and-white copier. The unbound original and one (1) copy of the proposal on a USB flash drive shall be provided in a sealed envelope.

Responder acknowledges that NDPERS is subject to the North Dakota Open Records Laws, and the documents submitted pursuant to this RFP may be subject to an open records request. Responder is also put on notice that, except for information that is determined by NDPERS to be confidential or otherwise exempt from the North Dakota Open Records law, NDPERS must disclose to the public upon request any records it receives from Responder. If NDPERS receives a request for information that Responder has requested be kept confidential, NDPERS will review the information submitted by Responder and may also contact Responder for additional input regarding the nature of those records, but NDPERS will be solely responsible for making the ultimate determination of whether the materials submitted are open or exempt. All information that has not been clearly identified by Responder as being confidential and which NDPERS has determined constitutes confidential or exempt information under the North

Dakota open records law will be disclosed as an open record. If, as a result of the position taken by Respondent regarding the confidentiality of the information, NDPERS is assessed any damages or fees, Respondent shall indemnify NDPERS for such damages or fees. If no documents or materials are identified and marked by Respondent as confidential, Respondent will be deemed to have consented to the release of the document or material, and to have waived any cause of action against NDPERS resulting from the release of the documents or materials. NDPERS will not consider the prices submitted by the Responder to be confidential.

Copies of the proposal shall be delivered to:

**Katheryne Korom, Research & Project Manager
NDPERS
1600 East Century Avenue, Suite 2
P.O. Box 1657
Bismarck, ND 58502-1657**

- One additional bound hardcopy of the Offeror's proposal along with a USB flash drive version of the proposal in MS WORD and MS Excel formats (as appropriate) shall also be sent to:

**Gallagher Benefits Services
C/O Jacob Vaughan
12750 Merit Drive
Suite 1000
Dallas, TX 75251
Phone: 602-541-5241
E-mail: Rebekah.Ferstadt@Buck.com**

- The base contract will be for a two-year period of January 1, 2025, through December 31, 2026. All rates and fees must be firm, fixed, and valid for the duration of the base period. Additionally, NDPERS is seeking two, two-year option periods for a potential total contract period of six years.
- Proposals and any other information submitted by organizations in response to this RFP shall become the property of NDPERS and will not be returned.
- NDPERS will not provide compensation to Offerors for any expenses that they incur as part of the proposal process, including but not limited to expenses incurred for preparing proposals, making presentations, responding to inquiries, and attending meetings and negotiations. Offerors submit proposals at their own risk and expense.
- The materials submitted must be enclosed in a sealed envelope, box, or container; the outside of the package must show clearly the submittal deadline, organization name, and the return address of the organization.

- Late proposals may be returned to the offeror unopened at the organization's expense. Late proposals will not be considered unless the NDPERS Board determines otherwise.
- Proposals submitted via email or fax will not be accepted.
- Any award is contingent upon a contract acceptable to NDPERS being executed.

8. *Conflicts of Interest List*

Bidders must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The Conflicts of Interest List in Appendix D **MUST** be completed and submitted with the proposal. This list should indicate the name of the entity, the relationship, and a discussion on the conflict.

9. *Acceptance of Proposals*

NDPERS retains the right to reject all proposals submitted. NDPERS is not required to select the proposal with the lowest fees, but will take into consideration any factor it considers relevant. It is the intent of NDPERS at this time to enter into a contract effective upon execution with services beginning January 1, 2025 through December 31, 2026. The Board at its discretion may extend the contract for up to two additional two-year option periods. The premium and benefit structure of these extensions will be subject to negotiations prior to renewal. NDPERS has the right to discontinue the program if the legislature discontinues the program or for any other reason. The Offeror whose proposal is selected will be chosen with the goal of developing a long-term relationship.

10. *Non-Responsive Proposals*

NDPERS is not required to accept for consideration any proposal that does not comply with the criteria set forth herein.

11. *References*

Each Offeror must provide references from at least three clients of similar size or larger with public sector experience as requested in this RFP. NDPERS or its designated representative may ask these clients to provide information regarding the Offeror's overall record of service in providing services for their participants. Providing references in its proposal constitutes the Offeror's permission for NDPERS to contact these clients.]

12. *Compliance with HIPAA*

As a business associate of NDPERS, the Contractor must comply with the privacy, transactions and code set, and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as if it were a covered entity, as that term is defined by HIPAA, and the federal regulations implementing HIPAA.

The Contractor will be required to execute a business associate agreement, which will be an attachment to the Agreement, and abide by the terms of the business associate agreement throughout any contract term. The Contractor will also be required to comply with the security requirements of HIPAA.

13. Certification

An authorized Officer of any Offeror submitting a proposal must certify that the organization complies with the RFP specifications by signing and including the signature pages as follows:

Attachment A: Technical Proposal:

- Tab A-2
- Tab A-4a
- Tab A-4b
- Tab A-5
- Tab A-10
- Tab A-11
- Tab A-12
- Tab A-13

Attachment B: Financial Proposal:

- Tab B-2
- Tab B-4a
- Tab B-4b
- Tab B-7

14. Waiver

By submitting a proposal, the Offeror submitting the proposal agrees to waive any claim it has or may have against NDPERS, NDPERS employees, NDPERS agents, and NDPERS attorneys, arising out of or in connection with (1) the administration, evaluation or recommendation of any proposal; (2) waiver of any requirement under this RFP; (3) acceptance or rejection of any proposal; and (4) award of the contract.

15. Additional Information from Responding Organizations

NDPERS reserves the right to request additional documentation from responding organizations, and such information may vary by Offeror.

16. Interview with Responding Organizations

The NDPERS Board may request representatives of your organization to appear for interviewing purposes. Travel expenses and costs related to the interview will be the responsibility of the bidder.

17. Modification

No modifications to a proposal will be accepted after the stated deadline for submissions of proposals, unless language within the proposal is clarified at NDPERS's request.

18. Solicitation

The selected Offeror shall not use lists of covered employees and other data for any purpose except to provide services to participants. Neither the selected Offeror nor its employees may disclose such information to any other party unless specifically authorized in writing in advance by NDPERS.

19. News Release

Written approval by NDPERS will be required for any news releases or other communications regarding a contract awarded to an Offeror.

20. Change Required by Statute, Regulation, Court Orders, or Program Appropriations

NDPERS recognizes that there are factors that could cause a change of condition with regard to NDPERS benefits and administration that are beyond the control of NDPERS or the Offeror submitting a proposal. Those factors that may affect the program include, but are not limited to:

- Federal and state statutes, regulations, court decisions, and administrative rulings
- Funding appropriated by the North Dakota Legislature
- Opinions of the Attorney General of the State of North Dakota

NDPERS expects a good faith effort on the part of the Offeror that is selected to comply with additional responsibilities imposed by federal or state law without requiring mid-year fee increases. NDPERS reserves the right to negotiate with the Offeror as needed to comply with any changes required by statute, regulation, court order, administrative order, or official interpretation.

21. Historical Claim, Rate, and Member Census Information

This information will be provided electronically as "Attachment C - Confidential Data" to those Offerors that return an executed non-disclosure agreement as described in Section III.1 of this RFP.

IV. CONTRACT REQUIREMENTS

1. *Introduction*

The Agreement between NDPERS and the Contractor will include the RFP as finally amended and/or clarified, the Contractor's proposal as amended or clarified, if applicable, and any other information the Contractor may be required to provide (hereinafter Contract Documents).

The Contract Documents are intended as the complete and exclusive statement of the agreement between NDPERS and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the Agreement subject matter.

The terms and conditions of any agreements, amendments, modifications, or other documents submitted by the Offeror that conflict with or in any way purport to amend or add to any of the terms and conditions of the Agreement are specifically objected to by NDPERS and are of no force or effect, unless specifically agreed to by NDPERS and incorporated into the Agreement for Services as an amendment signed by both parties.

The Agreement may be amended by mutual consent of the parties. No modification or amendment to the Agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Agreement must be forwarded to NDPERS for prior review and approval.

The contracting organization agrees that it shall not publicize the Contract Documents or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of NDPERS' or participating entities' employees or use NDPERS' name in connection with any sales promotion or publicity event without the prior express written approval of NDPERS.

2. *Term of the Contract*

The contract term will begin on January 1, 2025 upon the execution of the Agreement by NDPERS. The initial contract term will end on December 31, 2026. The NDPERS Board, at its discretion may extend the contract for up to two additional two (2) year option periods. The timeline in the table below will apply for the duration of the contract.

Contract Period	Effective Date	Termination Date	Renewal Submission Date
Base Contract	January 1, 2025	December 31, 2026	March 1, 2026 (for Option Period #1)
Option Period 1	January 1, 2027	December 31, 2028	March 1, 2028 (for Option Period #2)
Option Period 2	January 1, 2029	December 31, 2030	N/A

NDPERS and the Contractor agree and acknowledge that the account services to be provided under this proposal will occur between January 1, 2025 and December 31, 2026. However, NDPERS and the Contractor also agree and acknowledge that there are duties and obligations specified by this proposal to be performed both prior to and after these dates. The parties each agree to perform all such duties and obligations, and all damage provisions included in the Agreement shall thereby be in effect.

3. *Failure to Comply*

Failure to comply with the procedures required by NDPERS or any other applicable guidelines shall be cause for the immediate imposition of liquidated damages and/or immediate cancellation of the Agreement, at NDPERS' option. Liquidated damages and/or cancellation shall remain in effect until NDPERS has been satisfied that circumstances resulting in liquidated damages and/or cancellation have been corrected.

4. *Compliance with ERISA*

As a governmental entity, NDPERS is not directly covered by the provisions of ERISA .

5. *Taxpayer I.D. Number*

The Contractor must obtain a Vendor Identification Number in order to receive payments issued through NDPERS. The Contractor will be required to complete a Payment Identification Form (W-9) and submit it to NDPERS in order to receive payment.

6. *Authorized Signatures*

An authorized officer of the Offeror must sign the Signature Page (Attachment A-13) and the Deviations page (Attachment A-12), which are part of this RFP. Offeror shall include a copy of a document granting the signing officer authority to bind the Offeror to the agreements and representations made in the Offeror's proposal. This document shall be labeled as Response Attachment A-14: Authorization Documentation.

7. *Prohibited Interest*

An officer, director, or employee of NDPERS may not have a direct interest in the gains or profits from any Agreement executed by NDPERS pursuant to this RFP and may not receive any pay or emolument for any service performed for the Contractor.

8. *Required Contract Provisions*

The selected Offeror will enter into a written agreement between it and NDPERS. The contract shall be in a form satisfactory to NDPERS.

V. DESCRIPTION OF SERVICES CURRENTLY PROVIDED

It is NDPERS' intent that the Contractor provide a level of service that is at least comparable to that provided by the Incumbent. The incumbent carrier is Delta Dental of Minnesota and has been retained by the organization since January 1, 2013. A description of benefits currently offered is available on-line at "NDPERS Group Plan Booklet" at <https://ndpers.nd.gov/active-members/insurance-plans/dental/>. To assist Offerors in assessing the opportunity, the following information is an overview of the services currently provided.

1. *Claim Adjudication and Member Services*

The majority of NDPERS claims are auto-adjudicated, which means the claims can be processed without human intervention. Paper claims are scanned into an imaging system, and verified for accuracy. Data Entry Specialists are responsible for confirmation of scanned claims with image anomalies as well as manually keying any claims that cannot be scanned. Once the scanned claim is verified, it and all other claims ready for processing are run through a batch process each evening. The claims that edit out of the auto adjudication process are routed to the examiners and senior examiners for review and release. Customer Service Specialists (CSS) can see claim history and claims in process. Through a workflow process they can send corrections or updates as needed based on calls received into the call center. CSSs do not process or correct claims.

2. *Network Management*

Currently, the NDPERS voluntary dental plan is a network based, Preferred Provider Organization (PPO) plan. As such, there is a provider network in place that includes dental care providers who are currently under contract with, but not necessarily employed by Delta Dental of Minnesota. Non-network providers (and associated benefit levels) are also available and may be accessed at the discretion of the individual plan participant.

3. *Eligibility / Participant Premium Billings Services*

NDPERS will submit enrollment, billing, and premium remittance via a centralized electronic system. NDPERS will collect enrollment/eligibility information which will be provided to the successful Contractor on a data file that follows the HIPAA 834 file specifications. Premium payment information will be provided on a data file that follows the HIPAA 820 file specifications. Files will be transmitted using a secure file transmission process. The successful Contractor must be able to receive this data in that format and media. Premiums will be eligible for salary reduction on a pre-tax basis, through IRC Section 125.

4. *COBRA Administration*

This function is currently performed internally by NDPERS.

5. Issuance of ID Cards

ID cards are provided by Contractor and mailed directly to the participants' homes. Participants also have the option of printing replacement ID cards from the carrier's web site.

6. Reporting

- Weekly Eligibility Discrepancy Reports
- Quarterly Reports:
 - Enrollment by coverage tier report
 - Eyeglass frame summary report
 - Top 35 provider report by claim count and claim cost

7. Summary Plan Description

An electronic copy is available at <https://ndpers.nd.gov/active-members/insurance-plans/dental/>

8. Functional Relationships

It is expected that the successful Contractor will interact with the following people at NDPERS:

General Account Management Contact:

Rebecca Fricke, Chief Benefits Officer NDPERS
--

Secondary Contact:

Lindsay Schaf, Insurance Plans Manager NDPERS
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9. Applicable Law

Bidder must meet all requirements in the North Dakota Century Code including 54-52 and 54-52.1, and all requirements in the North Dakota Administrative Code and other applicable State Laws. Bidder must also comply with all applicable statutes of the North Dakota Insurance Commissioner.

VI. FORMAT OF PROPOSAL

Offeror shall submit their proposal in accordance with the requirements of Section III.7, Submission of Proposals. Regarding the proposal, Offerors are hereby advised of the following:

- Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the organization's ability to meet the requirements of this RFP as outlined in Sections V and VI. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of NDPERS's needs.
- Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by NDPERS, at its option.
- Representations made within the proposal will be binding on the responding organizations. NDPERS will not be bound to act by any previous communication or proposal submitted by the organization other than this RFP and any proposal submitted in response to this RFP.

The proposal shall include the following sections in the order in which they appear below. Each of the attachments described in this section must be completed in the MS Excel format in which it is provided.

1. Cover Letter

A transmittal letter shall be bound with the Offeror's proposal. The letter should bear the name and address of the Offeror and the name and number of this RFP. The purpose of this letter is to transmit the proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Contractor to the services and requirements as stated in this RFP.

2. Table of Contents

The proposal shall include a Table of Contents that lists page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections of the proposal and separate attachments (which shall be included in the main Table of Contents). If supplemental materials are included with the proposal, each copy of the proposal must include such supplemental materials. Supplemental information and attachments included by the organization (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

3. Attachment A: Technical Proposal

The following exhibits are located in the MS Excel documents labeled **Attachment A: Technical Proposal** and **Attachment C: Confidential Documents**.

Attachment C: Confidential Documents will be sent only to those Offerors who submit a Non-Disclosure Agreement as described in Section III.1 of this RFP.

The Offeror shall complete each of the tabs in Attachment A according to the instructions described below and any additional instructions included at the top of each worksheet.

Cells which have been highlighted in yellow require a response from the Offeror. Response types throughout the documents include selecting from a pre-set drop down menu, entering a numerical value and/or writing a brief narrative. If the cell includes a drop down menu, the Offeror shall not provide a response that is not provided in the drop down list.

Microsoft Excel will print 1,024 characters in each cell. Therefore, please limit the length of your response to 1,024 characters. Additional space has been provided in Attachments A-4b: Additional Answers to Questionnaire for the Offeror to continue a response from Attachment A-4a Questionnaire as appropriate.

3.1. Attachment A-1: Minimum Requirements

The Offeror shall complete Attachment A-1 as requested. The Offeror shall state how they specifically meet or exceed each requirement.

3.2. Attachment A-2: Offeror Information

The Offeror shall complete each section of Attachment A-2 as requested. References provided shall include at least one reference for which the proposed account manager currently provides service.

The Offeror's Legal Name entered in Attachment A-2 will automatically be used to populate the Attachment A-13: Signature Page and Attachment A-12: Explanations and Deviations, in addition to other areas of the MS Excel attachments.

3.3. Attachment A-3: Dental Plan Design

The Offeror shall review the current plan design and propose alternative plan designs in the space provided. Benefits for Alternative Plans benefits should be equal to or better than the current benefit plan and should be revenue neutral with respect to the current plan rating structure generated by the bidders underwriting guidelines. (Please note that the Offeror will provide a premium quote for all plan designs in Attachment B-4: Fully Insured Current and Alternative Premium Rates.)

3.4. Attachment A-4: Questionnaire

The Offeror shall answer each question in A-4a: Questionnaire completely/briefly in the space provided. If additional space is needed, the

response can be continued in Attachment A-4b: Additional Answers to Questionnaire. Continued responses should be labeled clearly with both the Section number (A-4a) and the corresponding question number.

If a drop down list is available, the Offeror shall select a response from the list provided.

3.5. Attachment A-5: Subcontractor Questionnaire

The Offeror shall complete a Subcontractor Questionnaire for each subcontractor proposed to perform any of the administrative requirements of this contract.

3.6. Attachment A-6: Provider Access

NDPERS is interested in the availability of key Dental care providers to its eligible population. To assist the Offeror in completing the standard GeoAccess report for Dental care providers, NDPERS will provide the Offeror with a census file as part of Attachment C: Confidential Documents. The file will include the following fields:

personal identifier, age, gender, city, state and ZIP Code. (Please exclude individuals for which the zip code is equal to "00000" from the analysis.) This file will be sent to only those Offerors who submit a Non-Disclosure Agreement as described in Section III, 1 of this RFP.

The Offeror shall prepare a GeoAccess report for each network proposed, using the census data provided by NDPERS and the parameters shown below:

Access to Dental Care Providers (Non-Retail Chain Providers)	
By County	2 within 15 miles
By County	2 within 30 miles

The report should include the average distance to each provider, the number of providers in the ZIP Code, the number of members that meet the access requirements above and the number of members that do not meet the access requirements above.

In addition to the standard GeoAccess hard copy report, the data must be supplied in electronic format that has read/write capabilities. Do not send the data in a read-only file. Label the complete GeoAccess report as *Response Attachment A-6: Provider Access*.

3.7. Attachment A-7: Dental Providers

The Offeror shall complete the exhibit in Attachment A-7, which summarizes the GeoAccess data for Dental care providers by county by zip codes. Please note

that the Offeror needs only to populate the highlighted cells in the exhibit; all other cells will be calculated based on the values entered in the highlighted cells.

NDPERS is interested in the availability of Dental care providers to its eligible population. To assist the Offeror in completing the standard GeoAccess report for these providers, NDPERS will provide the Offeror with a census file as part of Attachment C: Confidential Documents. The file will include the following fields: person identifier, age, gender, city, state and ZIP Code. (Please exclude individuals for which the zip code is equal to "00000" from the analysis.) This file will be sent to only those Offerors who submit a Non-Disclosure Agreement as described in Section III.1 of this RFP.

The Offeror shall prepare a GeoAccess report for each network proposed, using the census data provided by NDPERS and the parameters shown below:

The report should include the average distance to each provider, the number of providers in the ZIP Code, the number of members that meet the access requirements above and the number of members that do not meet the access requirements above.

In addition to the standard GeoAccess hard copy report, the data must be supplied in electronic format that has read/write capabilities. Do not send the data in a read-only file. Label the complete GeoAccess report as Response.

3.8. Attachment A-8: Provider Disruption by Claims

The required data for Attachment A-8 is included in the MS Excel document entitled **Attachment C: Confidential Documents**. This file will be sent to only those Offerors who submit a Non-Disclosure Agreement as described in Section III.1 of this RFP.

The Offeror shall agree that all confidential, proprietary, or trade secret information of the Incumbent shall be used only for the express purpose of formulating a proposal for NDPERS. Offeror shall further agree that following its use of such confidential, proprietary, or trade secret information, it shall take immediate action to destroy and/or render unidentifiable such information.

The Offeror shall complete the exhibit by indicating where or not the named provider is a member of the network being proposed for NDPERS. Valid responses are either "Yes" or "No". All other responses will be treated as a "No" response.

3.9 Attachment A-9: Provider Disruption by Service

The required data for Attachment A-9 is included in the MS Excel document entitled **Attachment C: Confidential Documents**. This file will be sent to only

those Offerors who submit a Non-Disclosure Agreement as described in Section III.1 of this RFP.

The Offeror shall agree that all confidential, proprietary, or trade secret information of the Incumbent shall be used only for the express purpose of formulating a proposal for NDPERS. Offeror shall further agree that following its use of such confidential, proprietary or trade secret information, it shall take immediate action to destroy and/or render unidentifiable such information.

The Offeror shall complete the exhibit by indicating where or not the named provider is a member of the network being proposed for NDPERS. Valid responses are either "Yes" or "No". All other responses will be treated as a "No" response.

3.10 Attachment A-10: Compliance

The Offeror shall complete the exhibit by selecting either "Yes" or "No" from the drop down list next to each compliance checklist. For each requirement for which the Offeror selects "No", an explanation must be provided in Attachment A-12: Explanations and Deviations.

3.11 Attachment A-11: Performance Guarantees

At a minimum, the criterion identified in Attachment A-11 serves as a benchmark for performance measurements. Actual performance metrics and penalties will be finalized during contract negotiations between NDPERS and the selected organizations.

The Offeror shall complete the exhibit by selecting either "Yes" or "No" from the drop down list next to each performance guarantee. For each requirement for which the Offeror selects "Disagree", an explanation must be provided in Attachment A-12: Deviations.

3.12 Attachment A-12: Explanations and Deviations

The Offeror shall complete this attachment regardless of whether or not deviations from the administrative requirements or performance guarantees are proposed. The top right of the worksheet includes macros that the Offeror can use to indicate whether or not deviations are included in the table below the signature line.

Prior to printing the final proposal, the Offeror shall ensure that the print area of this document is set appropriately. If no deviations are claimed, then the print area shall end following the title of the individual signing the document. Otherwise, the print area shall end following the last deviation described in the table.

3.13 Attachment A-13: Signature Page

The Offeror shall complete this attachment and provide documentation granting authorization for the signing officer to bind the Offeror to the agreements and representations made in the Offeror's proposal. Label the documentation as **Response Attachment A-13: Authorization Documentation**.

3.14 Completed Appendices

The following Appendices are included in this RFP:

- Appendix A – Agreements
- Appendix B – Non-Disclosure Agreement
- Appendix C – Confidential/Proprietary Information
- Appendix D – Conflicts of Interest List

Appendix B - Non-Disclosure Agreement must be completed and received before any confidential data will be released to an Offeror. Completed Non-Disclosure Agreements must be emailed to Rebekah.Ferstadt@buck.com.

Appendices A, C, and D must be completed and submitted with the proposal.

Vendors must sign the attached agreements, including the agreement for services, business associate agreement, and confidential information memorandum of understanding. Vendors may choose to submit a red-lined version of the signed agreements.

3.15 Response Attachments

The following response attachments shall be included in the following order:

1. Response Attachment A-2: Management Reporting Package
2. Response Attachment A-2: Claims Appeals Protocols
3. Response Attachment A-4a: Certificates of Insurance
4. Response Attachment A-4a: Provider Satisfaction Survey
5. Response Attachment A-4a: Dental Director Resume
6. Response Attachment A-4a: DPPO Implementation Team Organizational Chart
7. Response Attachment A-4a: DPPO Implementation Plan
8. Response Attachment A-4a: DPPO Account Management Team Organizational Chart
9. Response Attachment A-4a: DPPO Account Management Support
10. Response Attachment A-6: Geo Access Details

4. Attachment B: Financial Proposal

The following exhibits are located in the MS Excel documents labeled **Attachment B: Financial Proposal and Attachment C: Confidential Documents**.

Attachment C: Confidential Documents will be sent only to those Offerors who submit a Non-Disclosure Agreement as described in Section III.1 of this RFP.

The Offeror shall complete each of the tabs in Attachment B according to the instructions described below and any additional instructions included at the top of each worksheet.

Cells which have been highlighted in yellow require a response from the Offeror. Response types throughout the documents include selecting from a pre-set drop down menu, entering a numerical value and/or writing a brief narrative. If the cell includes a drop down menu, the Offeror shall not provide a response that is not provided in the drop down list.

4.1 Attachment B-1: Financial Proposal

Instructions for completing the tabs within Attachment B are listed on Attachment B-1

4.2 Attachment B-2: Financial Compliance Checklist

The Offeror shall answer each question in B-2: Financial Compliance Checklist by indicating the willingness to comply with each requirement by selecting "Yes" or "No" from the drop down list provided in the response column of each item.

4.3 Attachment B-3: Financial Compliance Explanations

The Offeror shall complete this attachment regardless of whether or not there are deviations from the financial requirements are proposed. The top right of the worksheet includes macros that the Offeror can use to indicate whether or not explanations are included in the table below the signature line.

Prior to printing the final proposal, the Offeror shall ensure that the print area of this document is set appropriately. If no deviations are claimed, then the print area shall end following the title of the individual signing the document. Otherwise, the print area shall end following the last deviation described in the table.

4.4 Attachment B-4a, B-4b: Fully Insured Proposed Premium Rates

Complete the charts on this tab with the applicable benefits information and/or premium rates required that will be offered to NDPERS participants for the current DPPO and alternative DPPO plan design for January 2025 through December 31, 2030.

4.5 Attachment B-5: Offeror Premium Analysis

In the table provided, please enter the applicable dollar amount of the total premium attributable to the component of the premium listed. For any item for which the Offeror enters \$0, it will be assumed that the service is included in the premium; however, the Offeror is unable to provide a separate amount attributable to that item.

4.6 Attachment B-6: Provider Reimbursement History

Provide the Dental PPO reimbursement fees as of January 1, 2025. Some networks have different fee schedules for a given zip code. If there are multiple fee schedules used in any of the selected 5-digit zip codes, provide the set of fees that apply to the largest number of dentists in the zip code. This information will be weighted by expected utilization to develop an overall average cost that will be used to validate the Projected Fee-For-Service Paid Claims in Attachment B-5a. Also, provide the expected average increase in fees for each of the projection years 2026, 2027, 2028, 2029, and 2030.

4.7 Attachment B-7: Signature Page

The Offeror shall complete this attachment and provide documentation granting authorization for the signing officer to bind the Offeror to the agreements and representations made in the Offeror's proposal. Label the documentation as **Response Attachment B-7: Authorization Documentation**.

4.8 Response Attachments

The following response attachment shall be included in the following order:

- Response Attachment B-7: Authorization Documentation

APPENDICES

Appendix A – Agreements

AGREEMENT FOR SERVICES BETWEEN (*Insert Name of Contractor*) AND NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM

1. PARTIES

The parties to this contract (Contract) are the state of North Dakota, acting through its *North Dakota Public Employees Retirement System* (STATE), and *Name of Business a type of business [Insert Business Name]* having its principal place of business at *principal business address [Insert Business Address]* (CONTRACTOR);

2. SCOPE OF WORK

CONTRACTOR agrees to provide the service(s) as specified in the 2024 bid document and VENDOR proposal (attached hereto and incorporated by reference Exhibit A).

3. COMPENSATION – PAYMENTS

a. Contractual Amount

NDPERS will pay for the services provided by CONTRACTOR under this contract pursuant to Exhibit A.

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except as provided by an amendment to this Contract.

b. Payment

- 1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
- 2) STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of a correct invoice.
- 3) Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior

overpayments to CONTRACTOR.

- 4) For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

c. Travel

CONTRACTOR acknowledges travel costs are covered by the Contractual Amount and shall not invoice STATE for travel costs.

d. Prepayment

STATE will not make any advance payments before performance or delivery by CONTRACTOR under this Contract.

e. Payment of Taxes by STATE

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by the CONTRACTOR.

f. Taxpayer ID

CONTRACTOR'S federal employer ID number is: *[Insert FEIN]*.

4. TERM OF CONTRACT

This Contract term (Term or Initial Term) begins on *January 1, 2025* and ends on *December 31, 2026*.

a. No Automatic Renewal

This Contract will not automatically renew.

b. Renewal Option

STATE may renew this Contract upon satisfactory completion of the Initial Term. STATE reserves the right to execute up to **2** options to renew this Contract under the same terms and conditions for a period of **24** months each (Renewal Term).

c. Extension Option

The STATE at the discretion of the NDPERS' Board may extend the contract for up to two additional two-year periods. The premium and benefits structure of these extensions will be subject to negotiations prior to renewal. STATE has the right to discontinue the program if the legislature discontinues the program or for any other reason.

d. Renegotiation Option

If, during the initial Term, any renewal, or extension, STATE determines a realignment of the Term is needed (e.g. to align with STATE'S fiscal biennium), the parties may mutually agree, in writing, to a new Term with a termination date not to exceed the total available length of Contract including its initial Term, renewals, and extensions.

5. TIME IS OF THE ESSENCE

CONTRACTOR hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the Parties.

6. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both Parties executed in writing.

b. Early Termination in the Public Interest

STATE is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

STATE by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services or goods 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 Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

d. Termination for Cause.

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR,

or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services or goods required by this Contract within the time specified or any extension agreed to in writing by STATE; **or**
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If CONTRACTOR is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then STATE may seek all available remedies, up to and including termination of this Contract pursuant to its Termination Section, and STATE shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

8. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (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 and omissions. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the 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. CONTRACTOR also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

9. INSURANCE

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor 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 \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 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 \$2,000,000 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 claim and in the aggregate, Contractor shall continuously maintain such coverage during the contract period and for three years thereafter. In the event of a change or cancellation of coverage, Contractor 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 the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
- 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 (State) 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 the Contractor.
- 5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
- 6) The Contractor 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) Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

10. WORKS FOR HIRE

CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Contract for STATE shall be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

11. WORK PRODUCT

All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE's request upon termination of this Contract.

12. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

STATE	CONTRACTOR
Name: Michelle Kommer	Name [Insert Name]
Title: Board Chairperson	Title [Insert Title]
Address: 1600 East Century Ave, Suite 2 PO Box 1657	Address [Insert Address]
City, State, Zip: Bismarck, ND 58502-1657	City, State, Zip [Insert City, State, Zip]

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.

13. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records STATE receives from CONTRACTOR under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

15. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract 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. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

16. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent, provided, however, that CONTRACTOR may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom STATE is prohibited from conducting business, STATE shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

CONTRACTOR may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.

17. SPOILIATION – PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR 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 STATE the opportunity to review and inspect such evidence, including the scene of an accident.

18. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by both Parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among

the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract, including any BAA and/or MOU (if applicable), as may be amended;
- b. STATE's Request for Proposal ("RFP") number 192.02-01-24,
- c. CONTRACTOR's proposal in response to RFP number 192.02-01-24.
- d. All automated end-user agreements (e.g., click-through, shrink-wrap, or browse-wrap) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

19. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Contract did not contain that term.

20. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

21. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

By entering this Contract, STATE does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

22. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing Party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

23. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

CONTRACTOR shall have and keep current all licenses and permits required by law during the Term of this Contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling STATE to terminate in accordance with the Termination for Cause section of this Contract.

CONTRACTOR is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C § 54-44.4-15.) CONTRACTOR represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If STATE receives evidence that CONTRACTOR boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if CONTRACTOR has fewer than ten full-time employees.

24. STATE AUDIT

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

25. COUNTERPARTS

This Contract may be executed in multiple, identical counterparts, each of which is to be deemed an original, and all of which taken together shall constitute one and the same contract.

26. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

CONTRACTOR	STATE OF NORTH DAKOTA
<i>[insert business]</i>	Acting through its NDPERS
BY: <i>[Signature]</i>	BY: <i>[Board Chairperson Signature]</i>
<i>[Printed Name]</i>	Michelle Kommer
<i>[Title]</i>	NDPERS Board Chairperson
Date:	Date:

Business Associate Agreement

This Business Associate Agreement, which is an addendum to the underlying contract, is entered into by and between, the North Dakota Public Employees Retirement System ("NDPERS") and the **ENTER BUSINESS ASSOCIATE NAME, ADDRESS OF ASSOCIATE.**

1. Definitions

- a. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the HIPAA Privacy Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and E, and the HIPAA Security rule, 45 C.F.R., pt. 164, subpart C.
- b. Business Associate. "Business Associate" means the **ENTER BUSINESS ASSOCIATE NAME.**
- c. Covered Entity. "Covered Entity" means the **North Dakota Public Employees Retirement System Health Plans.**
- d. PHI and ePHI. "PHI" means Protected Health Information; "ePHI" means Electronic Protected Health Information.

2. Obligations of Business Associate

The Business Associate agrees:

- a. To use or disclose PHI and ePHI only as permitted or required by this Agreement or as Required by Law.
- b. To use appropriate safeguards and security measures to prevent use or disclosure of the PHI and ePHI other than as provided for by this Agreement, and to comply with all security requirements of the HIPAA Security rule.
- c. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the HIPAA Security rule.
- d. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or ePHI by Business Associate in violation of the requirements of this Agreement.
- e. To report to Covered Entity (1) any use or disclosure of the PHI not provided for by this Agreement, and (2) any "security incident" as defined in 45 C.F.R. § 164.304 involving ePHI, of which it becomes aware without unreasonable delay and in any case within thirty (30) days from the date after discovery and provide the Covered Entity with a written notification that complies with 45 C.F.R. § 164.410 which shall include the following information:
 - i. to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach;
 - ii. a brief description of what happened;
 - iii. the date of discovery of the breach and date of the breach;

- iv. the nature of the Protected Health Information that was involved;
 - v. identity of any person who received the non-permitted Protected Health Information;
 - vi. any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - vii. a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
 - viii. any other available information that the Covered Entity is required to include in notification to an individual under 45 C.F.R. § 164.404(c) at the time of the notification to the State required by this subsection or promptly thereafter as information becomes available.
- f. With respect to any use or disclosure of Unsecured Protected Health Information not permitted by the Privacy Rule that is caused by the Business Associate's failure to comply with one or more of its obligations under this Agreement, the Business Associate agrees to pay its reasonable share of cost-based fees associated with activities the Covered Entity must undertake to meet its notification obligations under the HIPAA Rules and any other security breach notification laws;
 - g. Ensure that any agent or subcontractor that creates, receives, maintains, or transmits electronic PHI on behalf of the Business Associate agree to comply with the same restrictions and conditions that apply through this Agreement to the Business Associate.
 - h. To make available to the Secretary of Health and Human Services the Business Associate's internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI and ePHI received from, or created or received by Business Associate on behalf of Covered Entity, for the purpose of determining the Covered Entity's compliance with the HIPAA Privacy Rule, subject to any applicable legal privileges.
 - i. To document the disclosure of PHI related to any disclosure of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - j. To provide to Covered Entity within 15 days of a written notice from Covered Entity, information necessary to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - k. To provide, within 10 days of receiving a written request, information necessary for the Covered Entity to respond to an Individual's request for access to PHI about himself or herself, in the event that PHI in the Business Associate's possession constitutes a Designated Record Set.
 - l. Make amendments(s) to PHI in a designated record set as directed or agreed by the Covered Entity pursuant to 45 C.F.R. § 164.526 or take other measures as necessary to satisfy the covered entity's obligations under that section of law.

3. Permitted Uses and Disclosures by Business Associate

3.1. General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may Use or

Disclose PHI and ePHI to perform functions, activities, or services for, or on behalf of, Covered Entity, specifically, insurance membership data to conduct RFP vendor searches – provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2. Specific Use and Disclosure Provisions

Except as otherwise limited in this Agreement, Business Associate may use PHI and ePHI:

- a. For the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- b. To provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), but Business Associate may not disclose the PHI or ePHI of the Covered Entity to any other client of the Business Associate without the written authorization of the covered entity Covered Entity.
- c. To report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §§ 164.304 and 164.502(j)(1).

4. Obligations of Covered Entity

4.1. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

Covered Entity shall notify Business Associate of:

- a. Any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that any such limitation may affect Business Associate's use or disclosure of PHI.
- b. Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that any such changes may affect Business Associate's use or disclosure of PHI.
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that any such restriction may affect Business Associate's use or disclosure of PHI.

4.2. Additional Obligations of Covered Entity

Covered Entity agrees that it:

- a. Has included, and will include, in the Covered Entity's Notice of Privacy Practices required by the Privacy Rule that the Covered Entity may disclose PHI for Health Care Operations purposes.
- b. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to the Covered Entity

for Business Associate and the Covered Entity to fulfill their obligations under the Underlying Agreement and this Agreement.

- c. Will promptly notify Business Associate in writing of any restrictions on the Use and Disclosure of PHI about Individuals that the Covered Entity has agreed to that may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.
- d. Will promptly notify Business Associate in writing of any change in, or revocation of, permission by an Individual to Use or Disclose PHI, if the change or revocation may affect Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement.

4.3. Permissible Requests by Covered Entity

Covered Entity may not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI and ePHI for management and administrative activities of Business Associate.

5. Term and Termination

- a. Term. The Term of this Agreement shall be effective as of 07/01/2023, and shall terminate when all of the PHI and ePHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI and ePHI, protections are extended to any such information, in accordance with the termination provisions in this Section.
- b. Automatic Termination. This Agreement will automatically terminate upon the termination or expiration of the Underlying Agreement.
- c. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Underlying Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2. Immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- d. Effect of Termination
 - 1. Except as provided in paragraph (2) of this subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and ePHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI or ePHI.
 - 2. In the event that Business Associate determines that returning or

destroying the PHI or ePHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon explicit written agreement of Covered Entity that return or destruction of PHI or ePHI is not feasible, Business Associate shall extend the protections of this Agreement to that PHI and ePHI and limit further uses and disclosures of any such PHI and ePHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains that PHI or ePHI.

6. Miscellaneous

- a. Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy or Security Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of Business Associate under Section 5.c, related to "Effect of Termination," of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- e. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything this Agreement confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. Applicable Law and Venue. This Business Associate Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action commenced to enforce this Contract must be brought in the District Court of Burleigh County, North Dakota.
- g. Business Associate agrees to comply with all the requirements imposed on a business associate under Title XIII of the American Recovery and Reinvestment Act of 2009, the Health Information Technology for Economic and Clinical Health (HI-TECH) Act, and, at the request of NDPERS, to agree to any reasonable modification of this agreement required to conform the agreement to any Model Business Associate Agreement published by the Department of Health and Human Services.

7. Entire Agreement

This Agreement contains all of the agreements and understandings between the parties with respect to the subject matter of this Agreement. No agreement or other understanding in any way modifying the terms of this Agreement will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties.

IN WITNESS OF THIS, **NDPERS** [CE] and **ENTER BUSINESS ASSOCIATE NAME** [BA] agree to and intend to be legally bound by all terms and conditions set

forth above and hereby execute this Agreement as of the effective date set forth above.

For Covered Entity:

For Business Associate:

Rebecca Fricke, Interim Executive Director
ND Public Employees Retirement System

Signature

Printed Name

Title

Date

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM
AND VENDOR
RELATING TO MAINTAINING CONFIDENTIAL INFORMATION**

This Memorandum of Understanding is between the State of North Dakota acting through its North Dakota Public Employees Retirement System (NDPERS) and VENDOR relating to maintenance and destruction of NDPERS Confidential Information held by VENDOR and its subsidiaries.

WHEREAS, NDPERS has previously entered into contracts with VENDOR to provide services related to administration of the NDPERS RFP (Contracts).

WHEREAS, the services provided by VENDOR under these Contracts required the exchange of information between the parties that is confidential under North Dakota Century Code §§ 54-52-26 and 54-52.1-11, 54-52.1-12 (Confidential Information).

WHEREAS, the parties acknowledge that these Contracts, including the Business Associate Agreements between the parties, required VENDOR to return or destroy Confidential Information subsequent to the termination of the applicable Contract, or if return or destruction of this information was infeasible to maintain its confidentiality.

WHEREAS, these Contracts have terminated and VENDOR has asserted and NDPERS agrees that member service, applicable audit, record keeping, and other required functions make the return or destruction of all Confidential Information infeasible at this time.

WHEREAS, VENDOR has provided and NDPERS has reviewed the VENDOR records retention policy (Policy) applicable to the Confidential Information and VENDOR has affirmed that it will maintain the confidentiality of NDPERS information pursuant to this Policy until such time as the information is destroyed in a manner designated by this Policy.

NOW THEREFORE, in consideration of the foregoing premises and in furtherance of the aforementioned contractual obligations, the parties agree as follows:

1. VENDOR shall continue to maintain the confidentiality of Confidential Information which it still possesses, in accordance with its Policy in a manner that is at least as secure and diligent as was done during the term of the applicable Contract, until such time as the Confidential Information is destroyed or returned.
2. Upon the request of NDPERS, VENDOR shall confirm the destruction of Confidential Information under its Policy.
3. Upon the request of NDPERS, VENDOR shall provide NDPERS a copy of any change to the Policy provided NDPERS on DATE.
4. NDPERS agrees these actions are consistent with VENDOR obligations under these Contracts.
5. This Memorandum of Understanding will terminate upon notice to

NDPERS by VENDOR that all Confidential Information has either been returned to NDPERS or destroyed, or earlier, upon thirty (30) days' notice by NDPERS to VENDOR if NDPERS determines that the Policy has been modified in a manner that is inconsistent with state or federal law.

6. This Memorandum of Understanding shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM

BY: _____
Interim Executive Director

Date: _____

VENDOR

BY: _____

Its: _____

Date: _____

Attach Contractor Records Retention Policy

Appendix B – Non-Disclosure Agreement

This Non- Disclosure Agreement (the “Agreement”) is made this _____ day of _____ 2024, by and between _____ (hereinafter referred to as "the OFFEROR ") and the North Dakota Public Employees Retirement System (hereinafter referred to as "NDPERS").

OFFEROR warrants and represents that it intends to submit a Proposal in response to the NDPERS RFP, the Request for Proposals for Group Voluntary Dental PPO Benefits. In order for the OFFEROR to submit a Proposal, it will be necessary for NDPERS to provide the OFFEROR with access to certain information that constitutes confidential information under North Dakota law, including, but not limited to, demographic and identifying information on NDPERS active and retiree population and plan utilization data. All such information provided by NDPERS shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information.” As a condition for its receipt and access to the Confidential Information described in Section III of the RFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section III, except in connection with the preparation of its Proposal.
2. The OFFEROR shall agree that all confidential, proprietary or trade secret information of the Incumbent shall be used only for the express purpose of formulating a proposal for NDPERS.
3. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to NDPERS. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements, and liabilities set forth herein that are applicable to the OFFEROR and the OFFEROR shall be liable for any violations by any employees or agents who are provided or given access to Confidential Information.
4. OFFEROR shall destroy and confirm such destruction with notice to NDPERS, the Confidential Information, including any copies, remaining in its possession within five business days of NDPERS’s notice of a recommended award in connection with this procurement. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information, including any copies, to Buck consultant Rebekah Ferstadt listed in the RFP, Section III, on or before the due date for Proposals.
5. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to NDPERS and agrees that NDPERS may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. NDPERS’s rights and remedies hereunder are cumulative and NDPERS expressly reserves any and all rights, remedies,

claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement.

6. In the event NDPERS suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify NDPERS and the State of North Dakota from and against any such losses, damages, liabilities, expenses, and/or costs.
7. This Agreement shall be governed by the laws of the State of North Dakota. The OFFEROR consents to personal jurisdiction in North Dakota state courts, and exclusive venue shall be in Burleigh County, North Dakota.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 3 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may also result in personal liability.

Offeror: _____

BY: _____

Print Name: _____

Title: _____

Address: _____

**OFFEROR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS
TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual Agent	Employee(E) or Agent (A)	Signature	Date

Please provide the name and delivery address for the individual who is to receive Attachment C: Confidential Documents.

Offeror: _____

Name: _____

Title: _____

Address: _____

Phone Number: _____

Attach Contractor Records Retention Policy

Appendix C – Confidential/Proprietary Information Request for Redaction Chart

The Responder submitting a proposal to the attached RFP is required to complete the following.

Any provisions of the company's proposal that are desired to be confidential must be identified specifically on each page of the proposal and in a table formatted as provided below.

Information not identified in the table will be considered an open record by NDPERS, regardless of whether the information is marked confidential in the body of the proposal.

In response to the Request for Proposals entitled Group Voluntary Dental PPO Benefits (please check one):

- _____ Offeror asserts that the information noted in the table below constitutes proprietary, trade secret, commercial, or financial information as defined by North Dakota Century Code section 44-04-18.4, and desires that the information noted in the table below not be disclosed if requested pursuant to the North Dakota Open Records law. **Offeror has submitted a redacted copy of the proposal on a flash drive labeled "REDACTED" that accurately and completely redacts the information noted in the table below.**
- _____ Offeror makes NO assertion that any information in its Proposal, in whole or in part, should be protected from disclosure under the North Dakota Open Records law.

Technical Proposal:				
Specific wording that Responder desires to protect	Page Number, Section Number	Specific reason Responder believes the language should not be disclosed	North Dakota Century Code provision that allows NDPERS to withhold the information if requested	Has this information ever been publicly disclosed? (Yes/No)
<i>Insert rows above as necessary</i>				
Cost Proposal:				
Specific wording that Responder desires to protect	Page Number, Section Number	Specific reason Responder believes the language should not be disclosed	North Dakota Century Code provision that allows NDPERS to withhold the information if requested	Has this information ever been publicly disclosed? (Yes/No)
<i>Insert rows above as necessary</i>				

The above information has been reviewed by Responder's legal counsel and is attested to by _____ (insert name of Responder representative who is authorized to contractually bind Responder), on this _____ day of _____, 2024.

_____ (Signature) _____ (Vendor name)

Appendix D – CONFLICTS of INTEREST LIST

Conflicts of Interest List:
Bidders must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. This list should indicate the name of the entity, the relationship, and a discussion of the conflict.