

NDPERS BOARD MEETING

Agenda

Due to public health considerations, and in accordance with Executive Order 2020-16, a meeting room will not be available to the public.

Conference Call #: 701.328.0950
Conference ID: 301 685 898#

Tuesday, February 9, 2021

Time: 8:30 AM

I. MINUTES

- A. January 12, 2021

II. PRESENTATIONS

- A. SHP 2020 Quarter 3 Executive Summary

III. RETIREMENT

- A. Disability Consultant Contract – MaryJo (Board Action)

IV. GROUP INSURANCE

- A. Employee Assistance Program (EAP) Request for Proposal – Bryan (Board Action)
- B. 2020 Sanford Claims Review – Bryan (Information)
- C. Vision Insurance Plan Renewal – Rebecca (Board Action)
- D. Insurance Updates – Rebecca (Information)

V. MISCELLANEOUS

- A. Member's Experience Annual Report – Aime (Information)
- B. Budget Status -- Derrick (Information)
- C. Legislation – Scott (Board Action)
- D. Office Update – Scott (Information)
- E. Executive Director Evaluation Survey – Scott (Board Action)

VI. MEMBER *Executive Session

- A. Retirement Appeal Case # 660 – MaryJo (Board Action)
- B. Retirement Appeal Case # 662 – MaryJo (Board Action)
- C. Retirement Appeal Case # 666 – MaryJo (Board Action)

*Executive Session pursuant to N.D.C.C. §44-04-19.2, §44-04-19.2(1) and/or §54-52-26 to discuss confidential records or confidential member information.



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Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: February 9, 2021

SUBJECT: SHP Quarter 3 2020 Executive Summary

Sanford Health Plan (SHP) will be at the meeting to review the Quarter 3 2020 Executive Summary and answer any questions you may have. The Summary is attached for your reference.

NDPERS Executive Summary



Quarter 3 | 2020

Presented February 2021



SANFORD
HEALTH PLAN

CONTENTS

3

Summary

4

Claims Analysis

6

Membership & Utilization

10

High Dollar Cases

13

Prescription Drugs

16

Dakota Wellness Program

21

Tobacco Cessation Program

22

Member Management

23

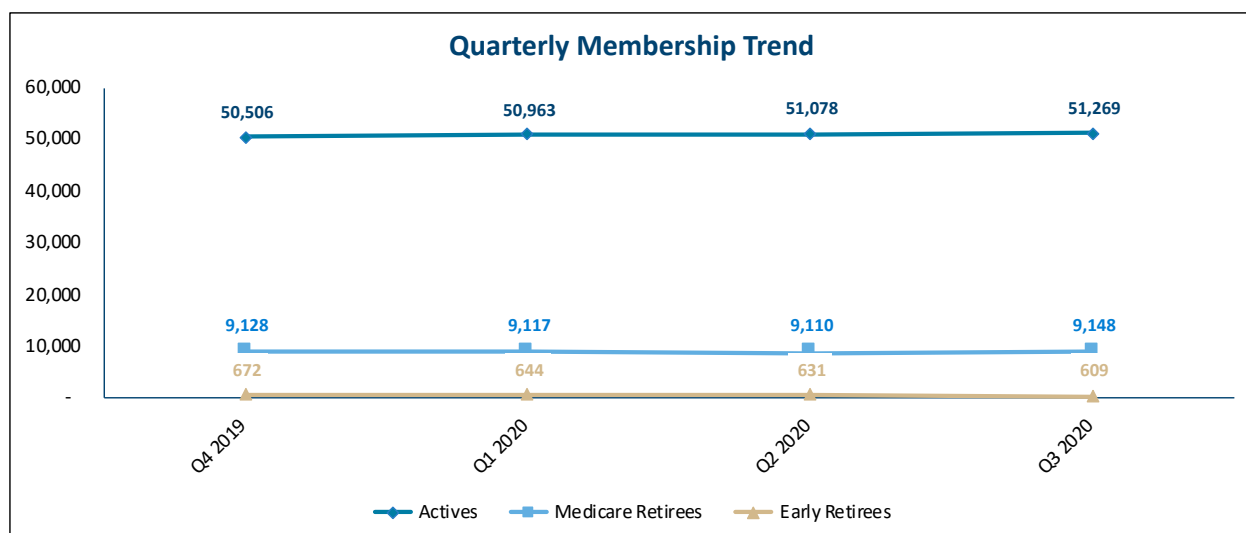
Performance Standards & Guarantees 2019-2021

ANNUAL MEMBERSHIP SUMMARY

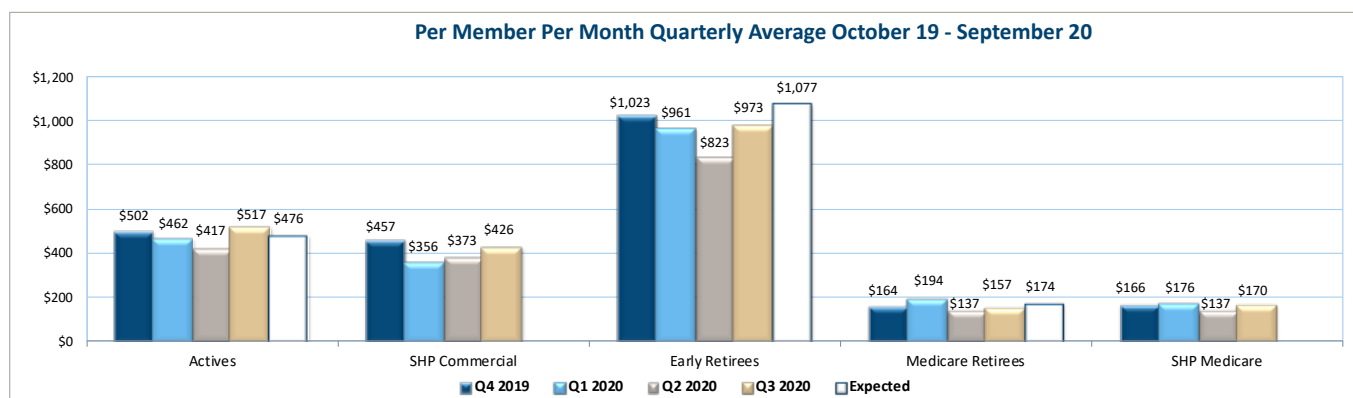
Summary

MEMBERSHIP COMPARISON						PERCENT CHANGE
	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q3 2019 – Q3 2020
Actives	50,376	50,506	50,963	51,078	51,269	1.8%
Medicare Retirees	9,067	9,128	9,117	9,110	9,148	0.9%
Early Retirees	695	672	644	631	609	-12.5%

MEMBERSHIP TREND



PMPM SUMMARY



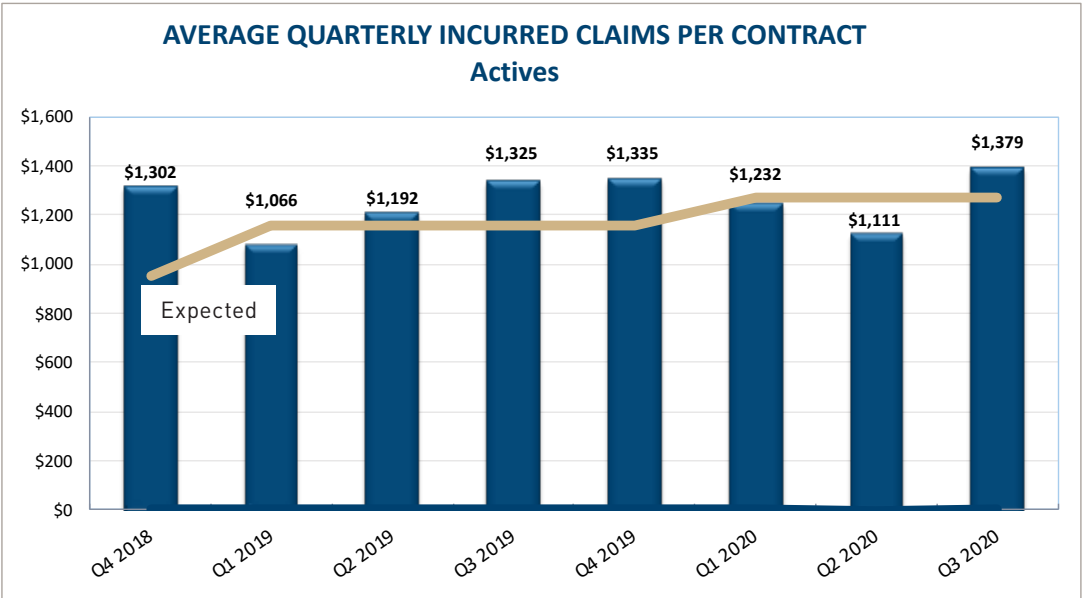
*Incurred between October 1, 2019 and September 30, 2020. Includes IBNR for October 2019 through September 2020, as of November 30, 2020.

*Medicare Retirees PMPM excludes prescription drug coverage (Medicare Part D).

*Expected is October 1, 2019 - September 30, 2020.

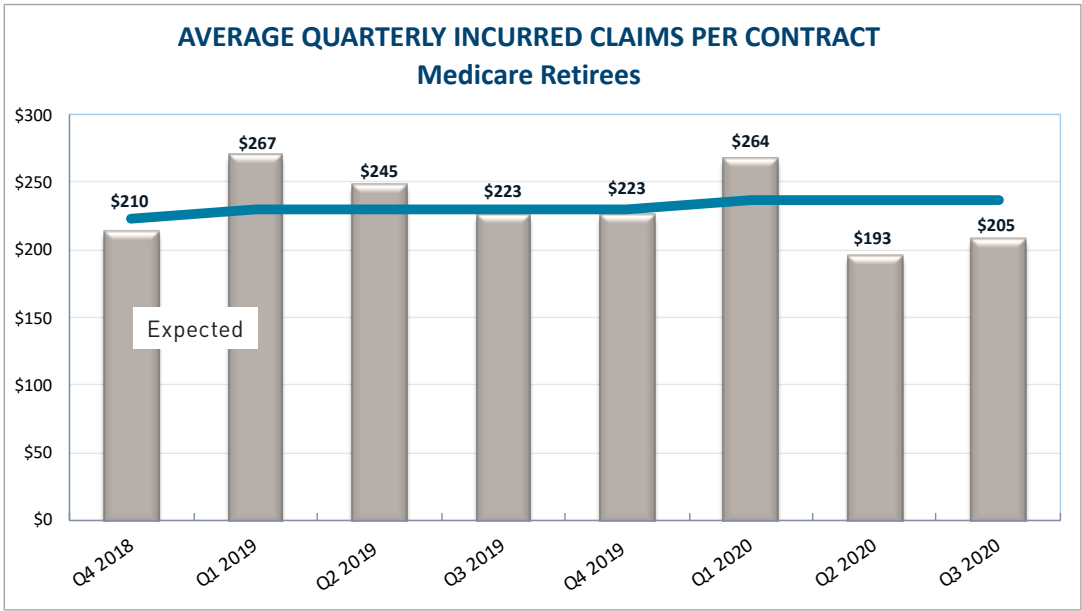
Claims
Analysis

PAID CLAIMS PER CONTRACT PER MONTH



*Incurred between October 1, 2019 and September 30, 2020. Includes IBNR for October 2019 through September 2020, as of November 30, 2020.

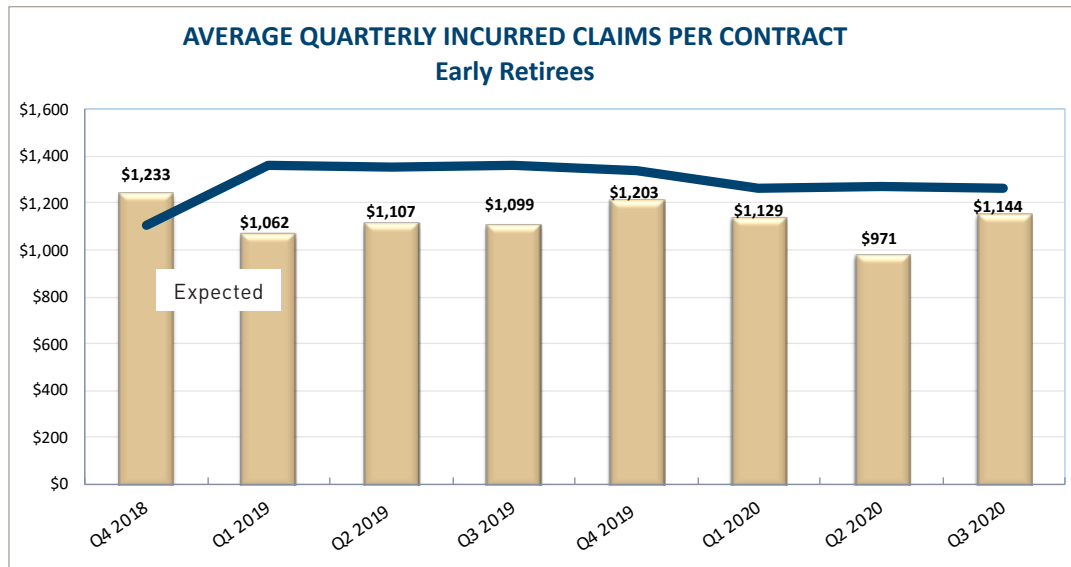
*NDPERS Active contracts have approximately 2.67 members per contract.



*Incurred between October 1, 2019 and September 30, 2020. Includes IBNR for October 2019 through September 2020, as of November 30, 2020.

*NDPERS Medicare Retirees contracts have approximately 1.36 members per contract.

PAID CLAIMS PER CONTRACT PER MONTH

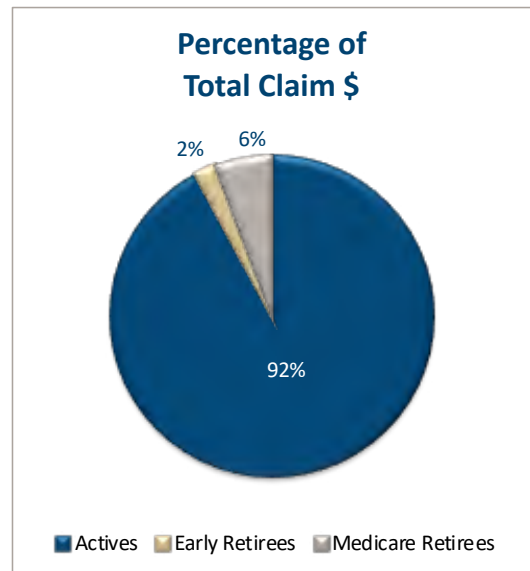
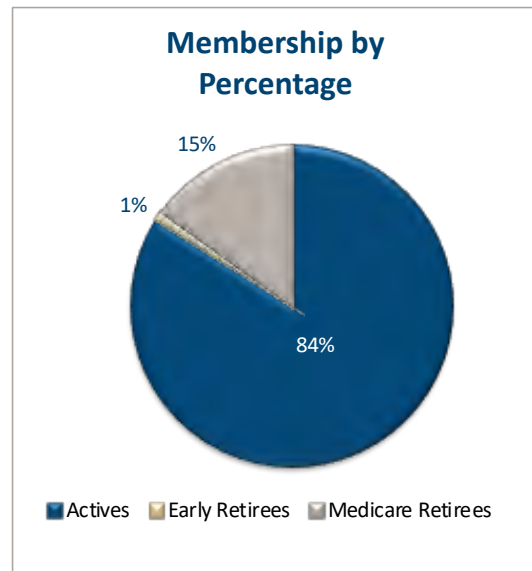
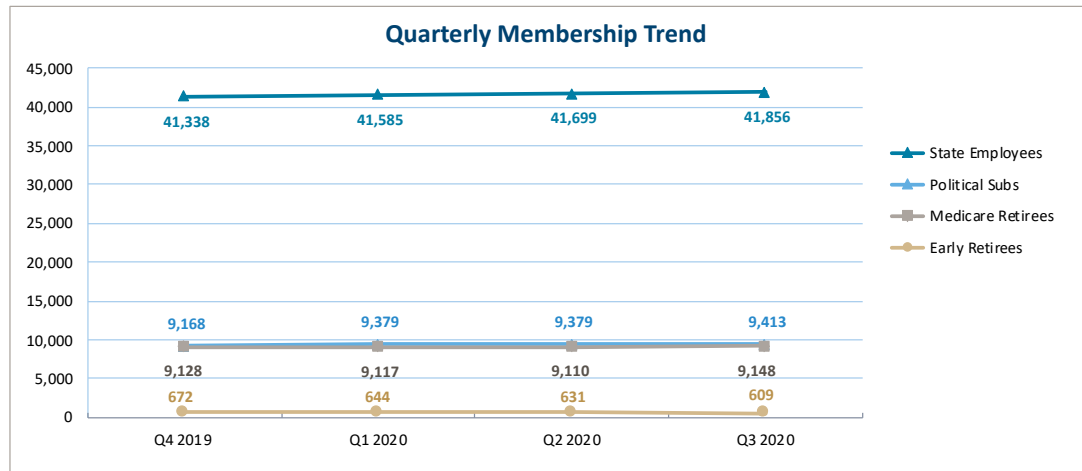
Claims
Analysis

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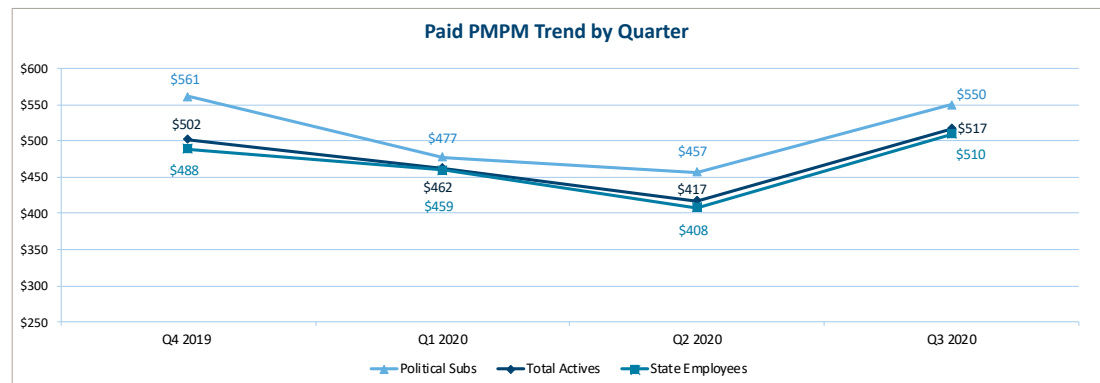
*NDPERS Early Retirees contracts have approximately 1.18 members per contract.

Membership
& Utilization

MEMBERSHIP PERCENTAGE



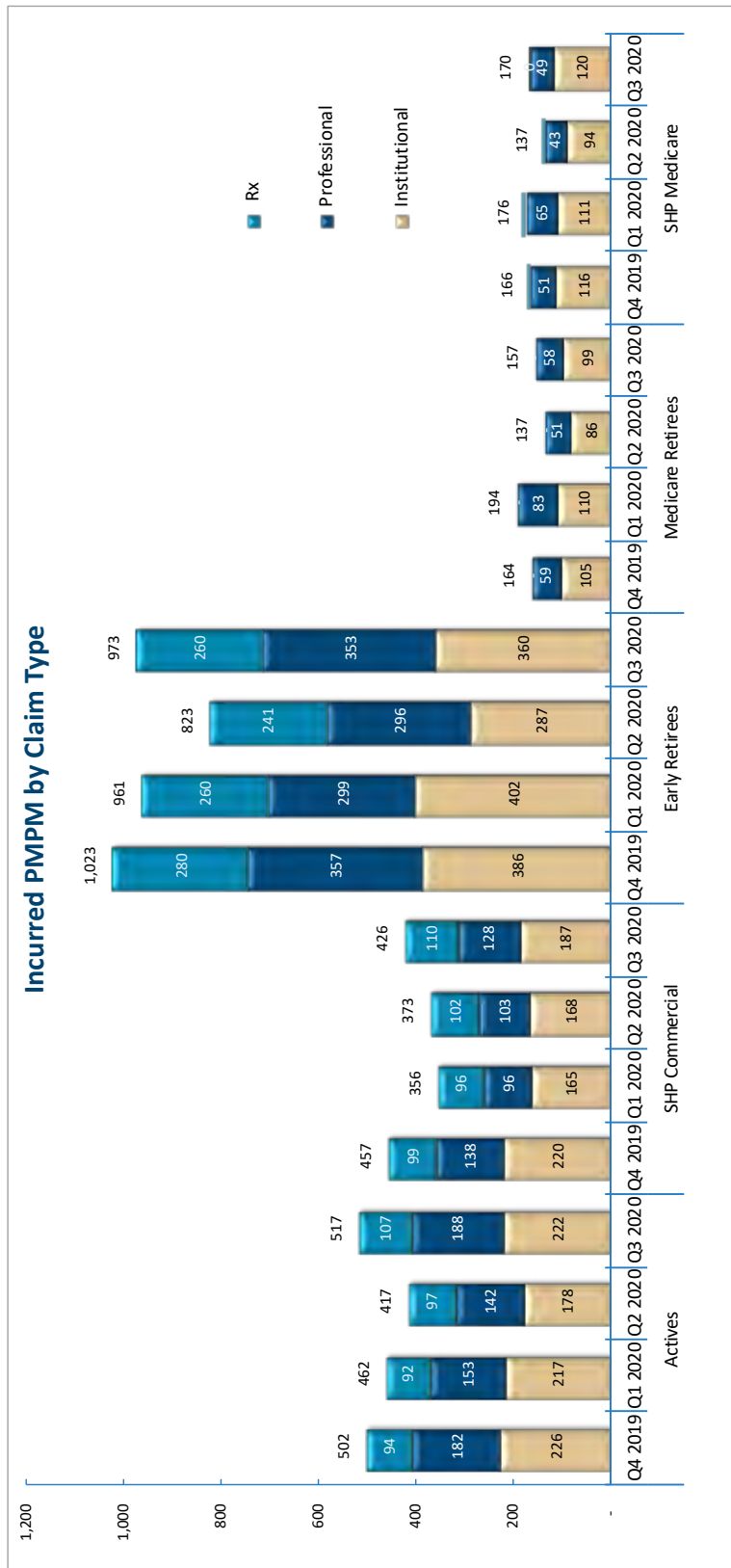
PAID PMPM TREND BY QUARTER



*Incurred between October 1, 2019 and September 30, 2020. Includes IBNR for October 2019 through September 2020, as of November 30, 2020.

PMPM BY CLAIM TYPE

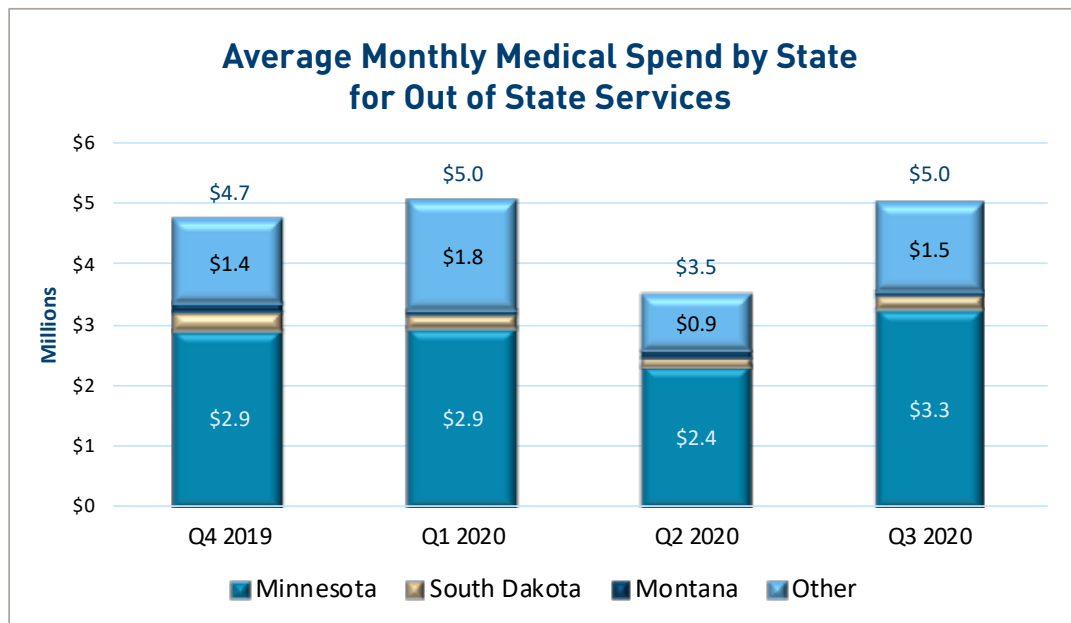
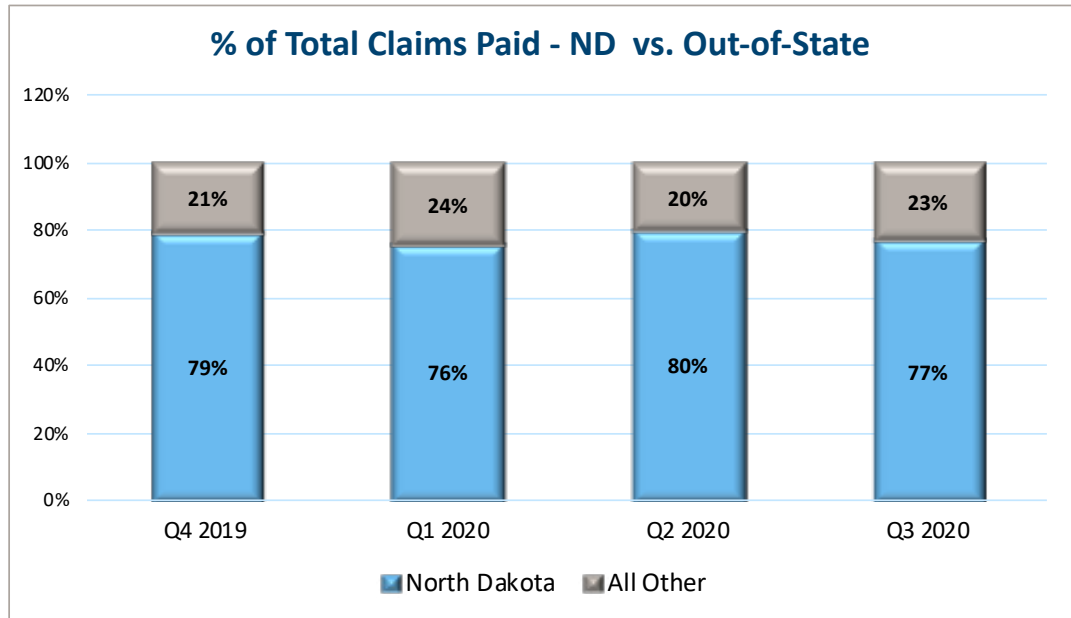
Membership
& Utilization



*Incurred between October 1, 2019 and September 30, 2020. Includes IBNR for October 2019 through September 2020, as of November 30, 2020.

Membership & Utilization

PAID CLAIMS BY STATE



*Paid Claims by State charts include both active and retiree membership.

MEMBER RISK PROFILE & UTILIZATION

Membership
& Utilization

	NDPERS	SHP Commercial
Average Age	35	33
% Male (Current)	49	46
Average Care Gap Index	1.09	0.80
Inpatient Days Per 1000	213	234
Total Admissions Per 1000	55	64
ER Visits Per 1000	184	157
Total Office Visits Per 1000	3,628	3,427
Pharmacy Scripts Per 1000	8,394	8,601

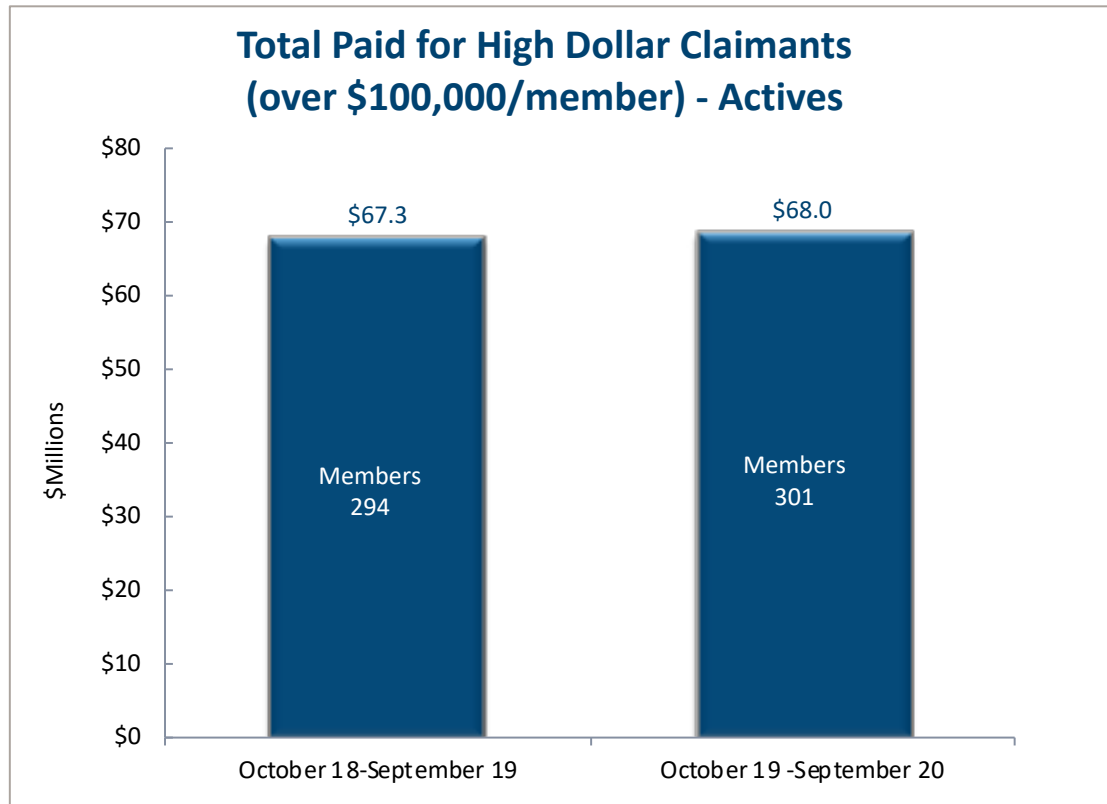
*Incurred between October 1, 2019 and September 30, 2020.

*All data was normalized using Cotiviti's methodologies and algorithms.

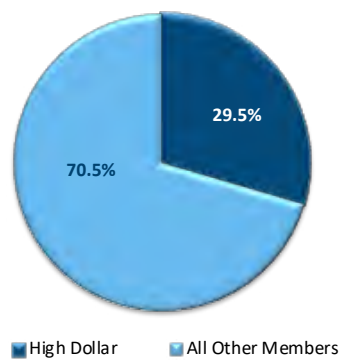
*NDPERS includes Political Subdivisions, Early (Pre-Medicare) Retirees and State Employees.

High Dollar
Cases

ACTIVES

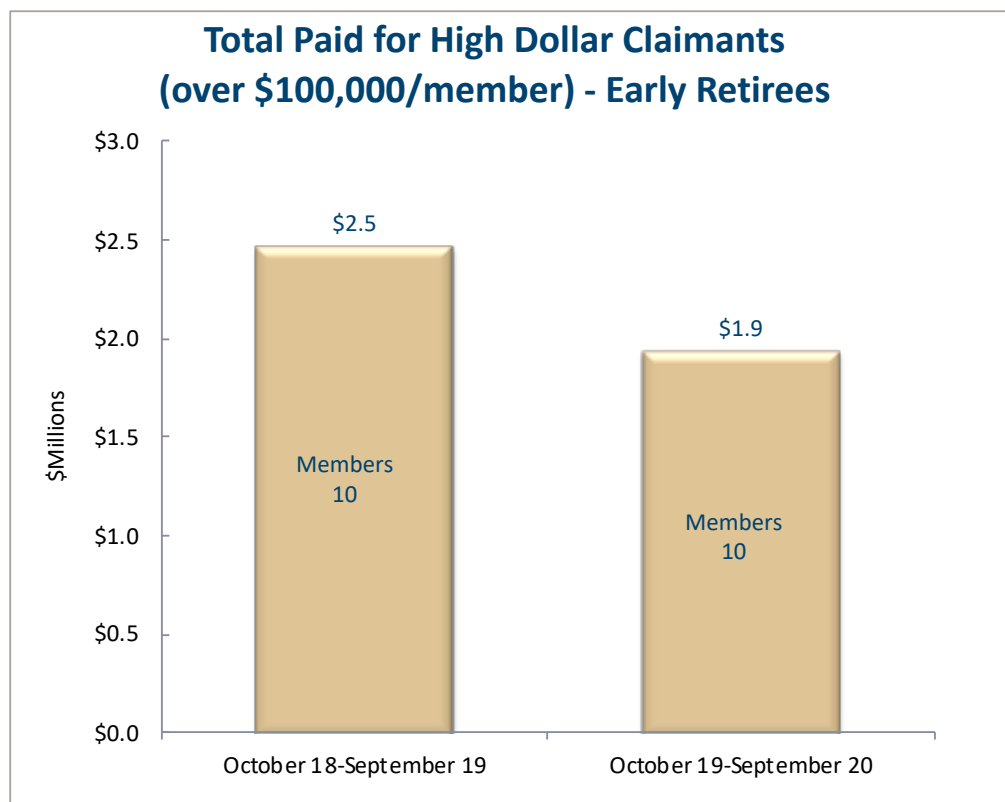


**High Claimant Actives as % of
Total Payments
October 19 - September 20**

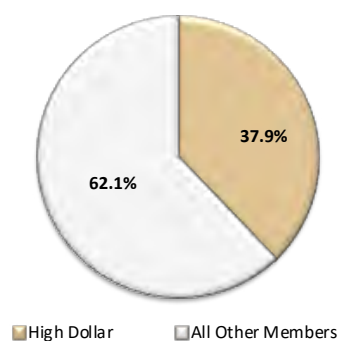


Avg. Paid/Case	\$225,840
% of Total Payments	29.5%

EARLY RETIREES

High Dollar
Cases

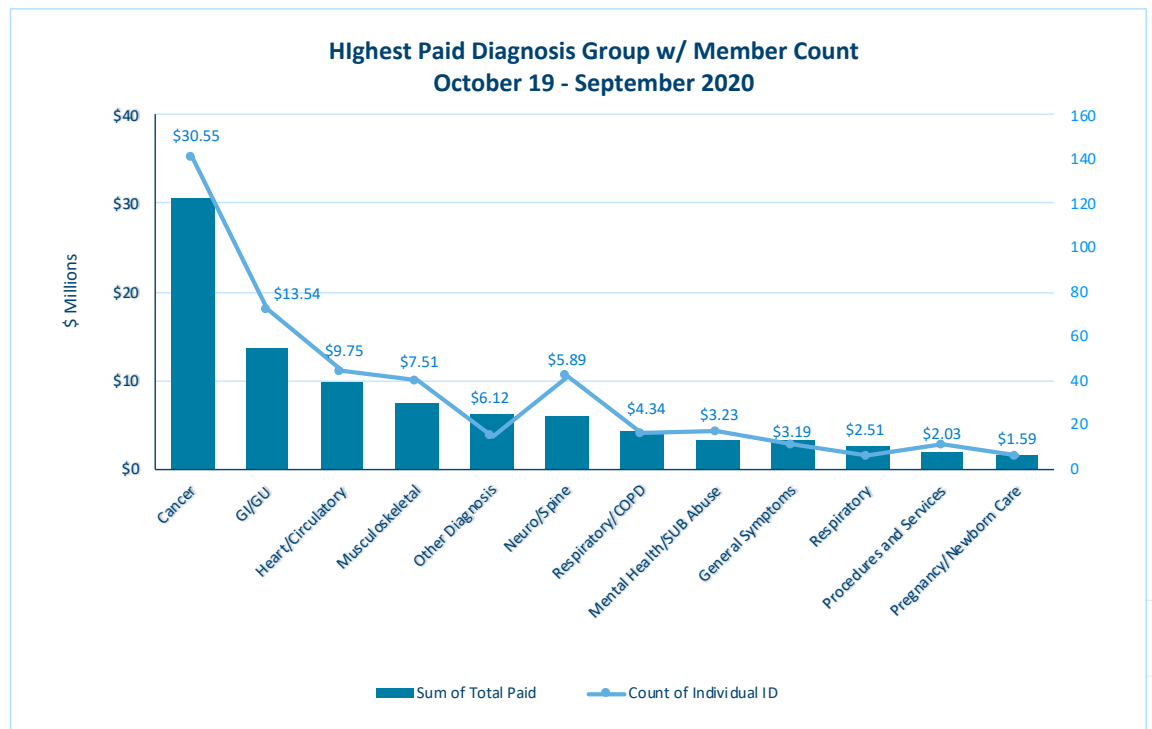
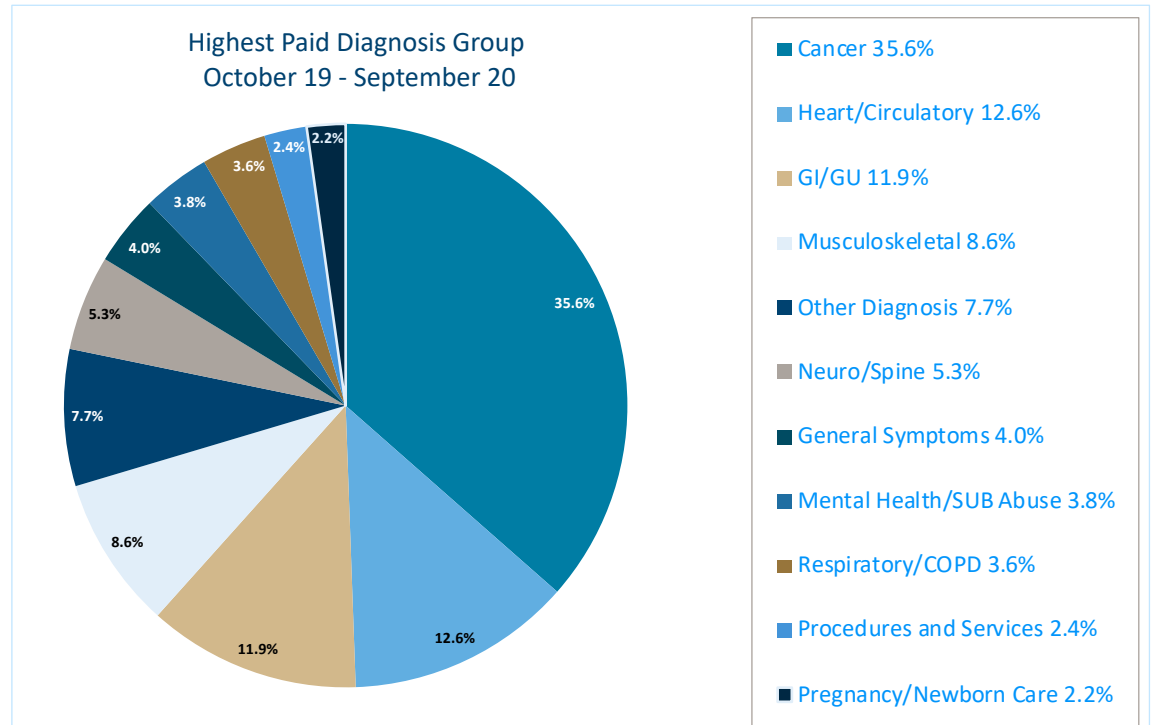
**High Claimant Early Retirees as
% of Total Payments
October 19 - September 20**



Avg. Paid/Case	\$193,383
% of Total Payments	37.9%

High Dollar
Cases

PRIMARY DIAGNOSIS



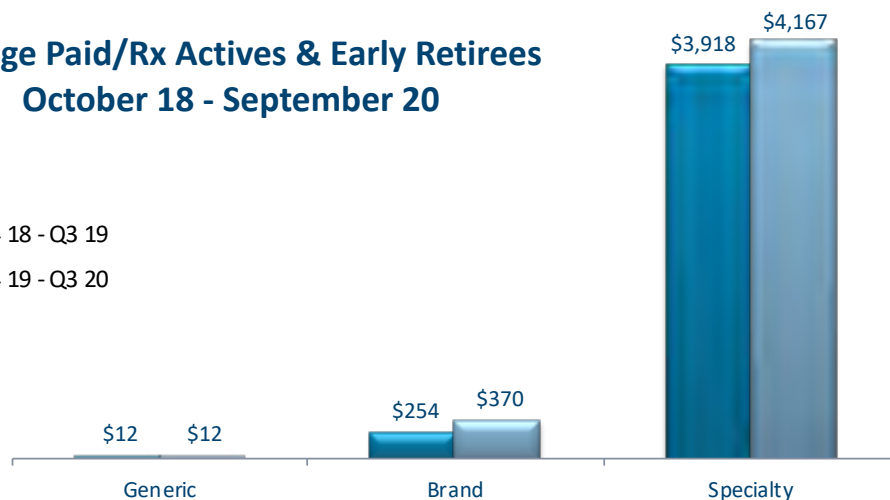
*High dollar cases consist of claims with a total over \$100,000.

GENERIC UTILIZATION

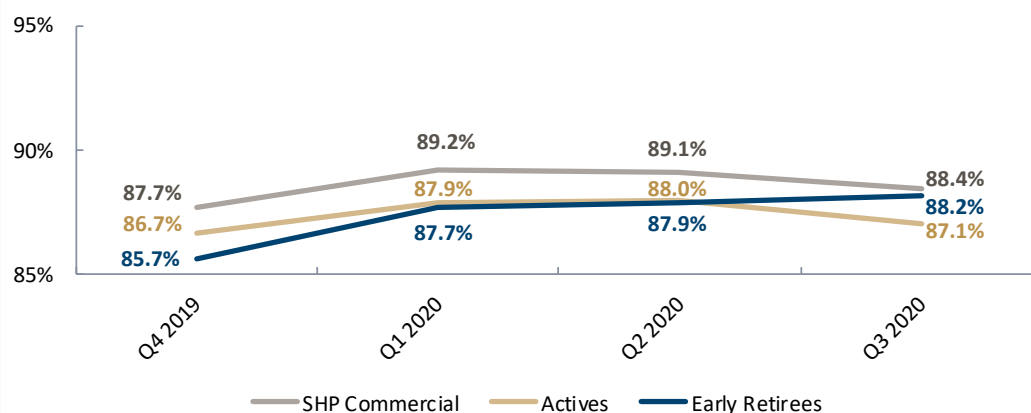
Prescription
Drugs

Average Paid/Rx Actives & Early Retirees October 18 - September 20

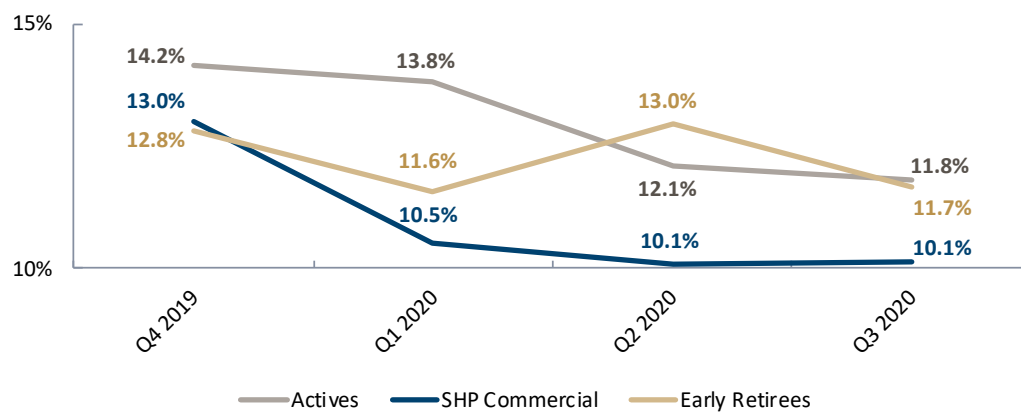
■ Q4 18 - Q3 19
■ Q4 19 - Q3 20



Generic Utilization Rate # of Rx Claims



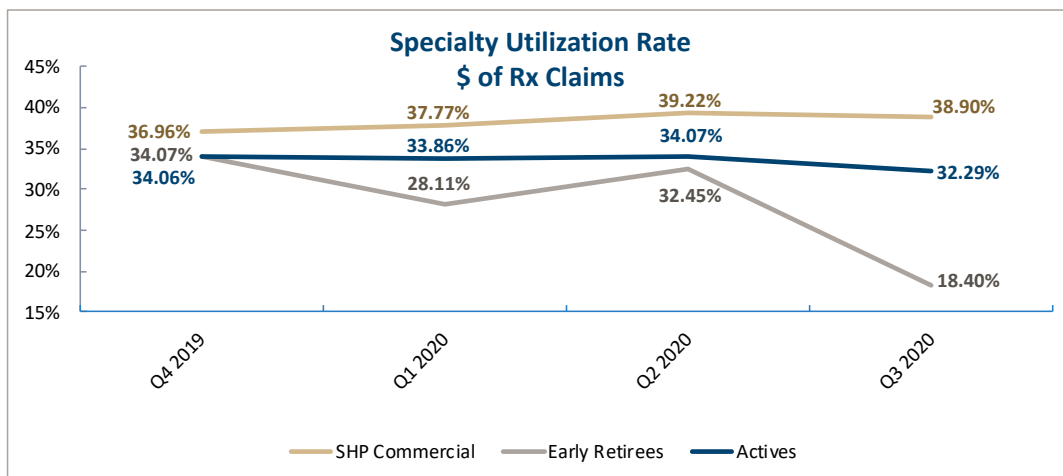
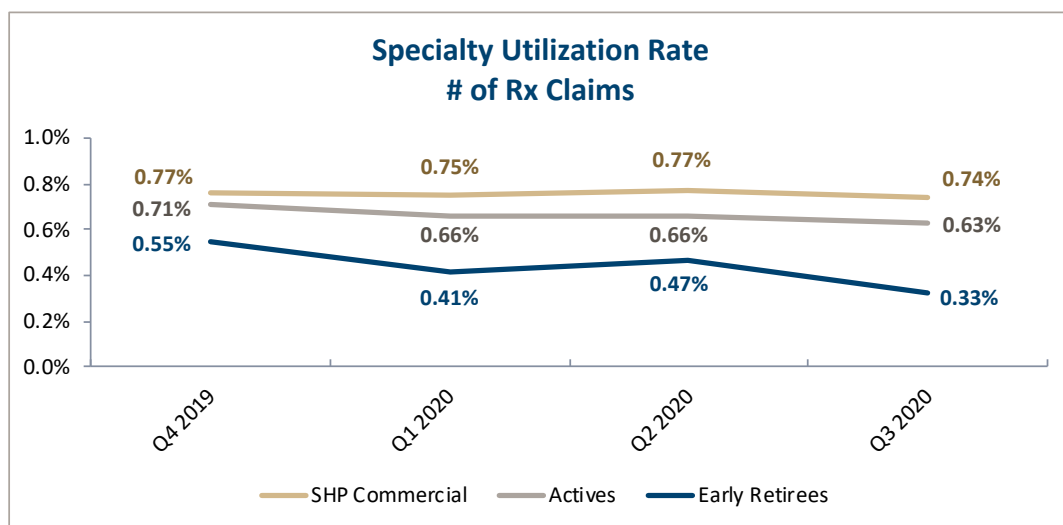
Generic Utilization Rate \$ of Rx Claims



*Incurred between October 1, 2019 and September 30, 2020.

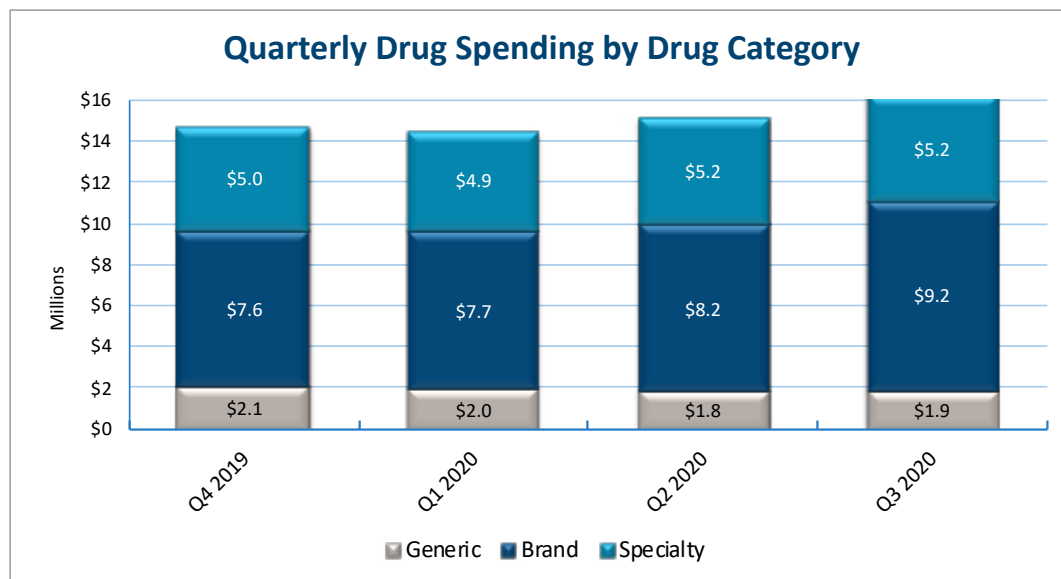
Prescription
Drugs

SPECIALTY PHARMACY



*Incurred between October 1, 2019 and September 30, 2020.

PHARMACY

Prescription
Drugs

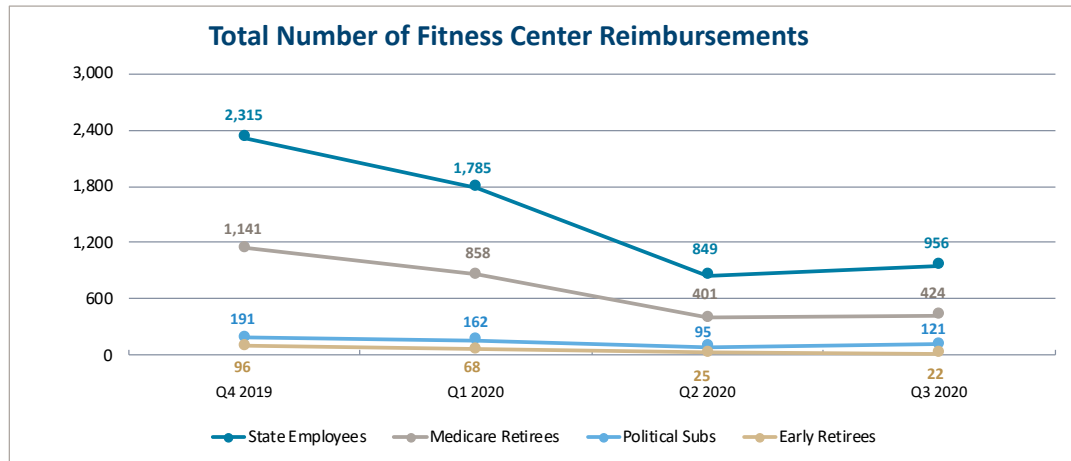
*Incurred between October 1, 2019 and September 30, 2020.

Sanford Health Plan – NDPERS EGWP			
Description	Q3 2019	Q3 2020	Change
Avg Subscribers per Month	9,120	8,987	1.5%
Avg Members per Month	9,120	8,987	1.5%
Number of Unique Patients	8,929	8,860	0.8%
Pct Members Utilizing Benefit	97.9%	98.6%	-0.7
Total Days	10,491,506	10,085,341	4.0%
Total Adjusted Rx's	379,171	367,599	3.1%
Average Member Age	75.7	75.5	0.2%
Nbr Adjusted Rx's PMPM	4.62	4.54	1.6%
Generic Fill Rate	91.9%	91.3%	0.6
90 Day Utilization	66.6%	66.7%	-0.1
Retail - Maintenance 90 Utilization	64.7%	65.2%	-0.5
Home Delivery Utilization	1.9%	1.5%	0.4
Member Cost Net %	25.9%	25.9%	0.0
Specialty Percent of Plan Cost Net	40.2%	38.0%	2.2
Formulary Compliance Rate	99.1%	99.1%	0.0

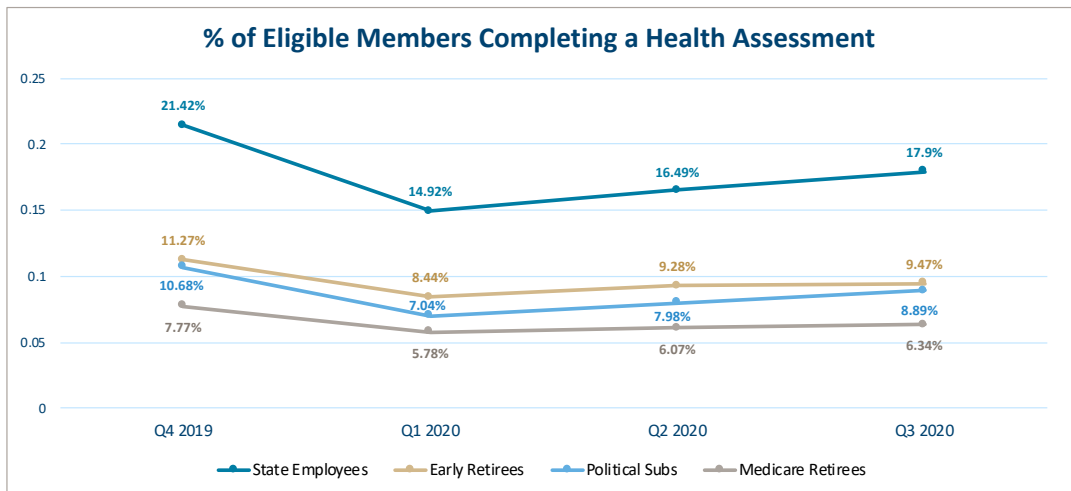
*This data was prepared by Express Scripts Inc. (ESI)

Dakota Wellness Program

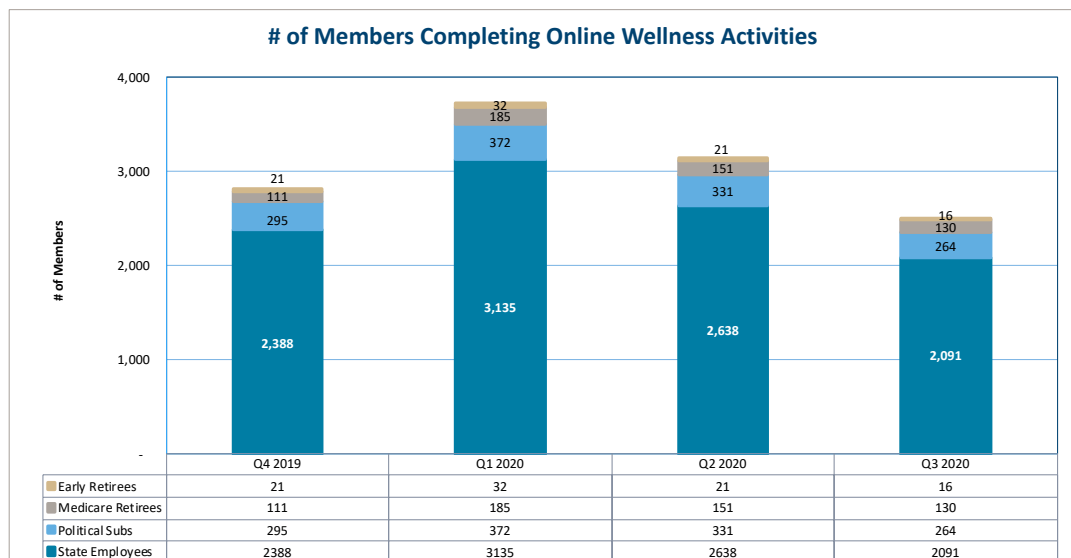
FITNESS CENTER REIMBURSEMENT



HEALTH ASSESSMENT



ONLINE WELLNESS ACTIVITIES



LIFESTYLE MEDICINE PROGRAMS

Dakota
Wellness
Program



Center for Lifestyle Medicine

NDPERS members with qualifying conditions have access to ongoing visits with a Lifestyle Medicine Specialist to create an individualized Lifestyle Medicine plan: **49 members**

- **Moderate physical activity increased 24%**, from 168 to 209 minutes a week on average.
- **Eating habits improved 15%** on average, from 6.7 pre-program to 7.7 post-program on a 10-point scale.
- **Sleep improved 28%** on average, from 5.8 points pre-program to 7.4 points post-program on a 10-point scale.
- **Energy improved 22%** on average, from 6.3 points pre-program to 7.7 points post-program on a 10-point scale.



Exercise is Medicine (EIM)

In person EIM was suspended March- June due to Covid-19 Restrictions. It went virtual in June 2020. The goal of EIM is to gain self-efficacy when it comes to making exercise a regular behavior.

Total members participating to date: **86 members**

Upon completion of the 12-week program, NDPERS participants reported a 67% increase in exercising on their own. Six months following program completion, participants increased their physical activity by 80% compared to before the program. This demonstrates sustainable behavior change comes with some positive side-effects:

- **50%** said their energy levels increased.
- **33%** of those that reported pain prior to the program, indicated their pain decreased.
- **44%** indicated they improved their eating habits.
- **81%** increased their confidence of doing physical activity on their own.



Diabetes Prevention Program (DPP)

All in-person co-horts have wrapped up, and the program is now being offered virtually with a wireless scale being sent to participants due to Covid.

Weight loss %	Number of Participants	Reduced Disease Risk
5.13%	123	54%



Omada (launched Oct. 2019) A digital, self-paced DPP.

Total members participating to date: **139 members**

Percent by age: **18-39: 18%** **40-59: 62.5%** **60+: 19.4%**

Total Weight loss: **857 pounds**

Week 16 Percentage of weight loss and reduced disease risk:

Weight loss %	Number of Participants	Reduced Disease Risk
0 - <3%	37	35%
3 - <5%	17	38%
5 - <7%	12	54%
7 - <10%	9	64%
>10%	2	85%

Program Completion: **Weight loss 4%** **Reduced Disease Risk 38%**

Dakota Wellness Program

MONTHLY WELLNESS THEMES

Monthly themes keep the wellness program fresh throughout the year and keeps members engaged in their individual wellness pursuit. Newsletters, e-blasts and worksite posters are used to introduce themes.



**Dakota
Wellness
Program**

Financial Health

Achieving clarity about the financial lifestyle you want to live and goals you want to attain will make day-to-day financial decisions easier.

Tips to achieving your financial goals:

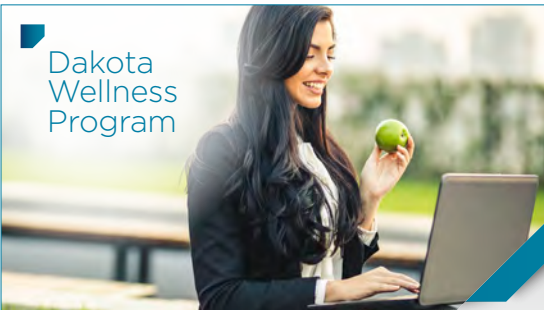
- ✓ Clarify your current income and expenses
- ✓ Identify your true source of financial stress
- ✓ Get to know your spending patterns
- ✓ Find financial tools or counseling you like
- ✓ Set-up structured practices to engage with your financial resources



Learn more in the Dakota Wellness Program Newsletter.
sanfordhealthplan.com/ndpers

SDHP-3450 Rev. 02/20

**SANFORD
HEALTH PLAN**




**Dakota
Wellness
Program**

Discover your emotional eating patterns

We all experience several different emotions every day. Food has a place in resetting our mood and we have a biological drive to use food to improve our mood. By providing comfort, distraction or even sedation, eating can be a way to cover up our current feelings.

Here are four important questions to ask yourself if you feel that you are eating in reaction to your current mood.

- 1: Am I physically hungry?
- 2: Describe how you are currently feeling?
- 3: What do I need right now?
- 4: How can I meet my need without food?



Learn more in the Dakota Wellness Program Newsletter.
sanfordhealthplan.com/ndpers

SDHP-3450 Rev. 02/20

**SANFORD
HEALTH PLAN**



**Dakota
Wellness
Program**

Get up and move to reduce your disease risk

Many Americans have a sedentary job or lifestyle. The good news is there are simple methods you can incorporate into your day to establish a more active lifestyle — even with a sedentary career.

Set a goal to gradually increase activity time during the day:

-  Move at least 5 minutes every hour by simply standing up, walking to fill up your water bottle or stretch at your desk
-  Try a standing desk or tall table and use it as often as you can during the workday
-  Take the stairs or park further away from the entrance of a building
-  Bike or walk to your destination whenever possible

Learn more in the Dakota Wellness Program Newsletter.
sanfordhealthplan.com/ndpers

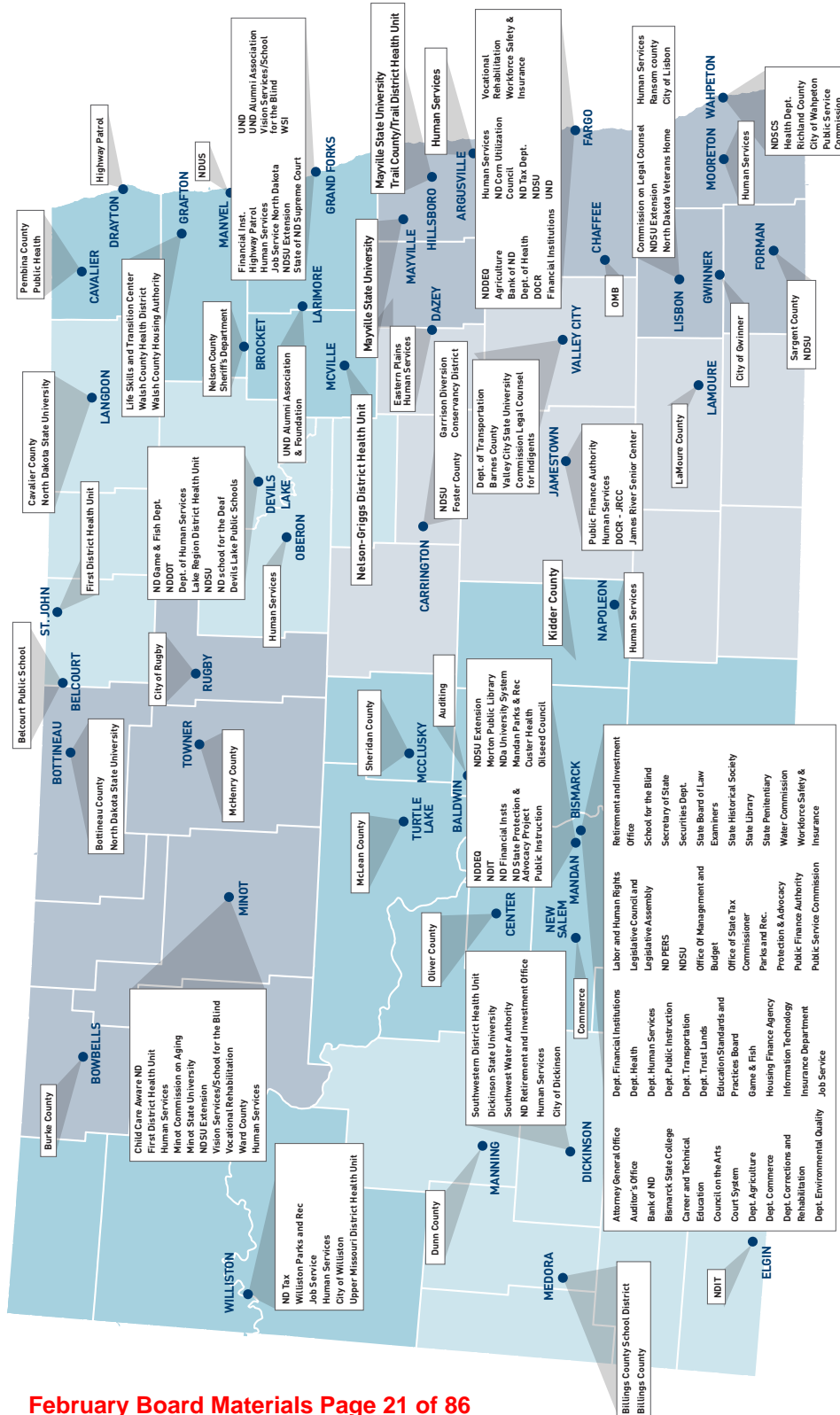
SDHP-3450 Rev. 02/20

**SANFORD
HEALTH PLAN**

EVENT ATTENDANCE BY AGENCY

The Sanford Health Plan NDPERS wellness team engages members both offline and online. Wellness educators travel across the state to support agency wellness coordinators and provide worksite education and activities. This map shows where they've been over the last quarter.

Dakota
Wellness
Program



Dakota Wellness Program

Dakota Wellness Program Goes Virtual Amidst COVID-19

The Best Against Stress

The North Dakota Council of State Employees (COSE) held their annual State Employee Recognition Month in September. Sanford Health Plan's Dakota Wellness team provided a 5-part webinar series called "The Best against Stress".

Total attended: 114

- **Breath- September 2: 54 attended:** Explore and practice the most powerful tool to use against stress—your breath.
- **Body- September 9: 76 attended:** In this session, you'll explore the process of how stress is registered in our bodies, and, more importantly, where you can impact your stress response.
- **Feelings- September: 16: 61 attended:** Stress is sometimes accompanied unpleasant feelings. In this session, we'll explore how to identify what's happening in those stressful moments.
- **Mind- September 23: 69 attended:** For our fourth session, we'll explore how logic and reason can help us cope during difficult moments.
- **Strategy- September 30: 64 attended:** In our last session together, we'll tie everything we've learned together into a model that can be easily deployed during stressful moments.



The Best of Stress

Join Audra Janke from Sanford Health Plan to explore the very best ideas, tricks, and strategies to use during stressful moments. This five-part series will cover the topics of breath, body, feelings, mind, and strategy to help YOU fill up your stress-busting toolkit.

- BREATH — September 2 at 10:00 a.m. CST**
Explore and practice the most powerful tool to use against stress—your breath.
- BODY — September 9 at 10:00 a.m. CST**
In this session, you'll explore the process of how stress is registered in our bodies, and, more importantly, where you can impact your stress response.
- FEELINGS — September 16 at 10:00 a.m. CST**
Stress is sometimes accompanied unpleasant feelings. In this session, we'll explore how to identify what's happening in those stressful moments.
- MIND — September 23 at 10:00 a.m. CST**
For our fourth session, we'll explore how logic and reason can help us cope during difficult moments.
- STRATEGY — September 30 at 10:00 a.m. CST**
In our last session together, we'll tie everything we've learned together into a model that can be easily deployed during stressful moments.

Register for one, two or all of these valuable, 15 MINUTE webinars at <https://bit.ly/3aUacEI> <<https://bit.ly/3aUacEI>>

Questions? Contact NDPERSwellness@sanfordhealthplan.com

SANFORD HEALTH PLAN

Obesity Reversal



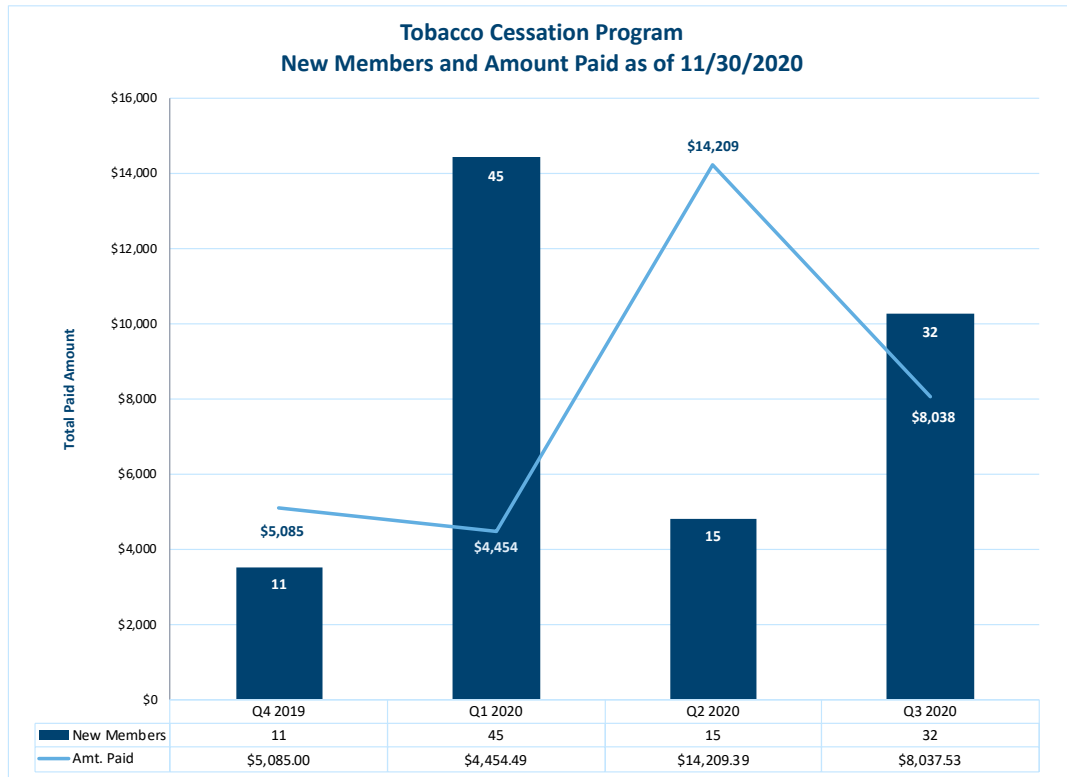
Exercise is Medicine has been a gym-based program up until now. Sanford health Plan transitioned it to virtual in June. Below is a testimonial from an NDSU Professor who benefited from the Fargo-based program, and was able to reverse her obesity diagnosis and completed the Fargo Half Marathon, made possible by Sanford Health Plan's Exercise is Medicine.

"I don't think I would have been able to make exercise a part of my daily routine without the structure and support of Exercise is Medicine (EIM). I have been especially thankful to have exercise a part of my daily routine during this global pandemic. When it felt like everything was out of my control, I found comfort in the things I could control, such as my choice to engage in daily physical activity. Also, like many others, I found running outside was a great way to get out of the house. I signed up for the Fargo half marathon as a long-term exercise goal. When the Fargo marathon events couldn't safely be held, I opted to run a 'virtual' half marathon. This

photo is taken immediately after my virtual half-marathon, with a homemade medal my husband made me. When I signed up for EIM, I thought running a half marathon was something I would never be able to do. Completing the Fargo half marathon would not have been possible without EIM helping me (quite literally) take that first step into exercise. I have EIM to thank for this lifestyle change, which eventually led to losing 35 pounds and the reversal of my obesity diagnosis."

~ Kimberly Booth, NDSU Professor, Fargo

TOBACCO CESSATION PROGRAM

Tobacco
Cessation
Program

Member Management

MEMBER MANAGEMENT REPORT

Case Summary

- Total cases – Count of any cases open or closed during the report time frame.
- Individual members – Count of the individual members with a case open.

Member Outreach

- Successful outreach – Includes the following activities: successful telephone call, outreach, site visit, member interaction.
- Unsuccessful outreach – Includes leaving messages for a member or letter sent.

Case Management

- Case manager activities related to care coordination, including: chart review, referrals to internal Health Plan staff for claim or coverage questions, electronic outreach to providers and educational material mailings.

CASE TYPE	Total Cases	Members	Successful Contact	Unsuccessful Contact	Care Coordination
CARE TRANSITIONS 18 Total Cases					
Behavioral Health Residential	1	1	0	0	1
Behavioral Health Substance	2	2	0	4	7
Medical Acute	14	14	18	6	41
Medical SNF	1	0	0	0	1
CASE MANAGEMENT 302 Total Cases					
Behavioral Health	18	18	13	15	27
Case Management	57	56	24	24	91
Healthy Pregnancy Program	165	164	221	203	102
High Risk Pregnancy	220	218	341	373	213
Inpatient Behavioral Health	2	2	3	7	1
Inpatient Medical/Surgical	41	41	15	14	88
Inpatient Substance Abuse	7	7	9	6	27
Oncology	3	3	3	3	1
Psychosocial Needs	1	1	0	0	1
Substance Use Disorder	1	1	0	0	1
Transplant	6	5	0	1	17
Trauma	1	1	0	0	6
COMPLEX CASE MANAGEMENT 119 TOTAL CASES					
Chronic Multiple Conditions	2	2	0	13	0
Complicated Case	115	114	142	204	24
Congestive Heart Failure	1	1	1	1	0
Transplant	1	1	0	1	1
POPULATION HEALTH 3 TOTAL CASES					
HTN/CAD	3	3	4	1	2
SPECIALTY CASE MANAGEMENT 47 Total Cases					
Behavioral Health	1	1	4	4	1
ESRD	9	9	11	12	2
High Risk Pregnancy	27	27	18	53	32
NICU	4	4	0	0	11
Oncology	5	5	4	10	0
Transplant	1	1	2	1	4
VERY HIGH RISK CASE MANAGEMENT 47 TOTAL CASES					
Complicated Case	47	47	55	63	3

Performance
Standards &
Guarantees**2019-2021**

MEASURE	GOAL	OUTCOME REPORTING DATES	CURRENT
WELLNESS:			
Health Risk Assessment completion	17%	June 30, 2021	16.77%
Worksite Interventions agency participation	73%	June 30, 2021	74%
Fitness Center Reimbursement participation	5%	Dec. 31, 2020	3.96%
Redemption Center payments	\$800,000	Dec. 31, 2020	\$454,724
Redemption Center participation rate	8%	Dec. 31, 2020	4.76%
HEALTH OUTCOMES:			
Tobacco Cessation grant dollar distribution	5% increase	June 30, 2021	On Track
Healthy Pregnancy Program	2.5% growth	June 30, 2021	6.1%
Diabetes Prevention Program	5% increase	Dec. 31, 2020	31%
Exercise is Medicine Program	3% increase	Dec. 31, 2020	23%
Breast cancer screening rates	80%	June 30, 2021	77.5%
Cervical cancer screening rates	85%	June 30, 2021	77.1%
Colorectal cancer screening rates	60%	June 30, 2021	On Track
PROVIDER NETWORK/CONTRACTING:			
PPO Network participation rate	Hospital, MDs & DOs: 92%	June 30, 2021	100% – Hos 95% – MD/DO
Par Network minimum discount	30%	June 30, 2021	40.92%
CUSTOMER SERVICE & CLAIMS:			
Claims financial accuracy	99%	June 30, 2021	99.98%
Claims payment incidence accuracy	97%	June 30, 2021	99.98%
Claim timeliness	99%	June 30, 2021	99.64%
Claims procedural accuracy	95%	June 30, 2021	99.99%
Average speed of answer	30 seconds	June 30, 2021	15 seconds
Call abandoned rate	5% or less	June 30, 2021	1.85%
ANCILLARY ITEMS:			
Interest rate based on US Treasury	US Treasury rate	June 30, 2021	On Track
Rx rebate pass-through rate	100%	June 30, 2021	On Track
About the patient payment on schedule	100%	June 30, 2021	On Track
Explanation of benefits redesign	100%	Dec. 31, 2019	Met





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

Scott A. Miller
Executive Director
(701) 328-3900
1-800-803-7377

Fax: (701) 328-3920 Email ndpers-info@nd.gov Website <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board

FROM: MaryJo Anderson

DATE: February 9, 2021

SUBJECT: Disability Consultant Agreement

The agreement with Mid Dakota Clinic for disability consulting services expires June 30, 2021. The Board must determine whether to renew or go out for bid. Mid Dakota Clinic has indicated they wish to continue to perform these services for NDPERS at the rate of \$200 an hour for the period July 1, 2021 through June 30, 2023 contract period. This represents no increase in the hourly rate from the current contract period. No increase to contracted services has been requested since July 1, 2008.

The amount paid in consulting fees for the fiscal year beginning July 2019 through June 2020 is \$4,850, involving 24.25 hours and 43 cases. This is an average cost of \$112.79 per case. Staff is satisfied with the service provided by Mid Dakota and recommends that we renew the disability consulting contract for the period July 1, 2021 through June 30, 2023 at the rate of \$200 an hour.

Board Action Requested

Approve or reject the Mid Dakota Clinic renewal proposal for disability consulting services



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Memorandum

TO: NDPERS Board

FROM: Bryan Reinhardt

DATE: February 11, 2021

SUBJECT: Employee Assistance Program (EAP) RFP

Here is a draft of the RFP for the EAP renewal for 2021-2023. We issue the EAP RFP every two years. There are currently four active EAP contracts:

CHI St. Alexius Employee Assistance Program
The Village Family Service Center EAP
Live Well Solutions EAP
eni NexGen EAP

Here is the proposed timeline:

March 1, 2021	NDPERS will issue RFP
March 31, 2021	Proposals are due
May 11, 2021	NDPERS Board will select vendors
May 24, 2021	List of vendor information will be given to agencies
June 16, 2021	NDPERS virtual Employer Conference
June 21, 2021	Agencies select vendors
June 28, 2021	NDPERS enters into contract with selected vendors
July 1, 2021	EAP Contract Effective Date

The methodology that PERS has adopted for providing EAP services is called an “agency based” approach. Pursuant to this method, each agency is the focal point for the decision on which EAP vendor would be the most appropriate for their employees. To implement this approach, the PERS Board establishes through the RFP process a list of qualified vendors.

EAP vendors that are able to successfully meet the requirements in the RFP, and provide the service at or below the specified price, are placed on a list of qualified vendors. Each agency is offered the list and is allowed to select one vendor from that list to provide services for that agency.

As in the past, for the existing EAPs we are proposing that they be allowed to file a renewal instead of having to do an entirely new proposal. This renewal would indicate the price and an indication that all services offered in the original proposal still apply or specify any deviations. If they continue to be able to meet the minimum requirements, we would continue to allow them to offer their services (please note minimums are page 8 of the RFP). We plan to post the RFP to our web site and the State procurement SPO system.

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

REQUEST FOR PROPOSAL

**Enrollment in the State of North Dakota's
Employee Assistance Program 2021-2023**

Prepared by:

**North Dakota Public Employees Retirement System
P.O. Box 1657
Bismarck, ND 58502-1657**

I. BACKGROUND

The 1995 Legislature authorized an Employee Assistance Program (EAP), for employees of state agencies and higher education. This program allows permanent employees to receive confidential assistance in many areas without accessing the health care system.

EAP coverage applies to approximately 115 agencies. These agencies have about 15,000 employees with about 25,000 dependents. Residence of these members is mainly in North Dakota and border cities. Eligibility for a dependent is the same as the NDPERS Group Medical Plan.

ELIGIBLE DEPENDENT - a dependent of the employee who qualifies for membership under this Benefit Plan in accordance with the requirements specified below:

- A. The employee's spouse under a legally existing marriage.
- B. The employee's or the employee's living, covered spouse's children under the age of 26 years. Children are considered under age 26 until the end of the month in which the child becomes 26 years of age. The term child or children includes:
 - 1. Children physically placed with the employee for adoption or whom the employee or the employee's living, covered spouse has legally adopted.
 - 2. Children living with the employee for whom the employee or the employee's living, covered spouse has been appointed legal guardian by court order.
 - 3. The employee's grandchildren or those of the employee's living, covered spouse if:
 - a. Be the natural child of the Subscriber's Dependent child, a child placed with the Subscriber's Dependent child for adoption, a legally adopted child by the Subscriber's Dependent child, a child for whom the Subscriber's Dependent child has legal guardianship, a stepchild of the Subscriber's Dependent child, or foster child of the Subscriber's Dependent child. These same definitions apply to dependents of the Dependent child(ren) of the Subscriber's living, covered Spouse; and
 - b. The Subscriber's Dependent child must be a Covered Dependent under this Certificate of Coverage for the dependent of the Dependent child to be eligible; and
 - c. The Subscriber's Dependent child must be chiefly dependent on the Subscriber for support as determined by N.D.C.C. §26.1-36-22 (3)(4) .
 - 4. Children for whom the employee or the employee's living, covered spouse are required by court order to provide health benefits.

5. Children beyond the age of 26 who are incapable of self-sustaining employment by reason of a disabling condition and chiefly dependent upon the Certificate holder/Subscriber for support and maintenance. If the Plan so requests, the Subscriber must provide proof of the child's disability within *thirty-one (31)* days of the Plan's request. Such a request may be no more than annually following the two year period of the disabled dependent child's attainment of the limiting age [N.D.C.C. §26.1-36-22 (4)]. If a person has a disabled dependent that is over the limiting age but was never previously covered by the Plan, they are eligible for coverage if the disability occurred prior to reaching the limiting age of 26. If for any reason, Subscriber drops coverage for a disabled dependent prior to age 26, then wishes to cover the child again, coverage must be added prior to the child turning age 26. If the disabled child has reached age 26, the child must be continuously covered under the Plan in order to maintain eligibility.

II. ADMINISTRATION

The Public Employees Retirement System (NDPERS) administers the EAP. The NDPERS EAP is an agency-based program with each individual agency choosing an EAP vendor. NDPERS does all agency billing and Vendor payments. Enrollment, orientation, services and reporting is the responsibility of the vendor. Individual agency reports are supplied on at least an annual basis. Overall reporting on utilization shall be reported back to NDPERS on a quarterly basis. Reporting shall include but not be limited to Cases, Services, Treatments, Referrals, and Management Training.

III. EAP PROGRAM FORMAT, SOLICITATION PROCESS AND TIME FRAMES

NDPERS has adopted a methodology for providing EAP services that is called an Agency Based Approach. Pursuant to this method each agency is the focal point for the decision on which EAP vendor would be the most appropriate for their employees. To implement this approach the NDPERS Board establishes a list of qualified vendors based upon this bid process and a renewal procedure for existing Vendors. EAP vendors that are able to successfully meet the minimum requirements are placed on a list of qualified vendors. Each agency is offered the list and allowed to select one vendor from that list to provide services to that agency's employee base. An agency may select multiple vendors for geographical reasons.

In recognition of the above, this solicitation process involves two steps. First, each new vendor must complete this RFP and be approved by the NDPERS Board. The approved vendors will be placed upon a list of qualified vendors that will be sent to each agency. Along with the list will be information on the vendor's EAP and pricing. Second, each agency will review the list of qualified vendors and select a vendor to provide services to that agency for the upcoming biennium. NDPERS will then finalize a contract with each of the selected vendors for services. The initial selection by NDPERS, to place a vendor on the list of qualified vendors, does not guarantee the vendor will be selected by any of the agencies. If not selected by any agency the vendor will not have a contract with NDPERS for services.

The estimated time frames for this solicitation and agency selection process are as follows:

March 1, 2021	NDPERS will issue RFP
March 31, 2021	Proposals are due
May 11, 2021	NDPERS Board will select vendors
May 24, 2021	List of vendor information will be given to agencies
June 16, 2021	NDPERS virtual Employer Conference
June 21, 2021	Agencies select vendors
June 28, 2021	NDPERS enters into contract with selected vendors
July 1, 2021	EAP Contract Effective Date

IV. SCOPE OF WORK

NDPERS is seeking a vendor(s) to provide the following services:

A. Member Orientation

- 1) The vendor shall conduct the member orientation for state employees in the EAP. This effort will consist of the following activities:
 - a) Prepare and print appropriate informational material for distribution to all employers.
 - b) Conduct all presentations in a courteous, prudent and restrained manner without any pressure or harassment. The emphasis of all presentations and informational material shall be placed upon a factual representation of the features of the EAP.
 - c) Attend and present information at the NDPERS virtual Employer Conference.
 - d) Participate in NDPERS or agency wellness and benefit fairs or meetings upon request.
- 2) If the EAP vendor selected by the agency is not the vendor that provided services during the 2019-2021 biennium, the EAP vendor must:
 - a) Distribute informational material to all agency employees advising them of the change in vendors and supplying appropriate reference material.
 - b) Hold an informational meeting for agency employees.

B. Minimum Services

- 1) Confidential, voluntary, in-person short-term assessment and counseling sessions for employees and families experiencing life problems of any kind. The EAP will provide counseling for problems related, but not limited to: Stress, Family, Work, Grief, Tobacco, Alcohol & Drugs, Marriage & Divorce, Depression, Parent-Child Relationships, Child/Spouse Abuse, Aging, Eating Disorders, Financial, School, Gambling, Suicide and Mental Health. Proper referrals will be made if more extensive counseling is needed or further counseling is needed, and the number of personal counseling sessions is exhausted.
- 2) Intervention, assessment, referral, and ongoing consultation with supervisors or employees regarding problems in the work place.
- 3) Consultation and case management regarding challenging work site problems such as harassment, conflict resolution, violence, critical incidents, work performance and change.
- 4) Educational programs including training of State supervisory personnel on the use of EAP services and employee seminars.
- 5) Administrative services including employee communications.
- 6) The table in Section VII - 9 shows the minimum requirements for selected features of the EAP.
- 7) All services proposed, as part of the EAP must be available within the proposed geographic area.
- 8) Before March 1 of each year, the vendor will provide NDPERS an aggregate report of services provided to NDPERS members for the previous calendar year and the results of a member satisfaction survey.

C. Consulting

The vendor will be expected to serve as a consultant for the EAP to the agency and to the NDPERS Board, Executive Director, and NDPERS staff. In this capacity, the vendor may be expected to attend meetings to present findings and recommendations as required. The NDPERS Board meets on a monthly basis. The vendor should anticipate attending one of these meetings per biennium. The vendor must provide the following:

- 1) Information on proposed state and federal laws affecting the EAP.
- 2) General assistance to NDPERS regarding the administration of the EAP.
- 3) Advice in determining the eligibility and services of the EAP.
- 4) The effect of changes in law or administrative interpretations on the operations of the EAP.

V. NDPERS ACTIVITIES

NDPERS will assist the vendor in the following:

- 1) Notify the vendor of any new agencies.
- 2) Include information on the EAP in our NDPERS newsletters.
- 3) Assist the vendor with establishing contacts with each of the agencies. The payroll/personnel staffs of these agencies will set up meetings with their employees.
- 4) Assign an individual to act as the project leader and be the primary contact within each agency.

VI. FEES

NDPERS receives its funding for this program from the covered state agencies.

NDPERS is requesting each vendor bid this project on a fixed fee per active employee per month basis for enrollments (any changes beyond the fixed fee will not be allowed).

NDPERS will make payment to the vendor by multiplying the total monthly per employee fee by the number of employees in the agencies that chose the Vendor to contract for services. NDPERS will provide each vendor with details of each monthly premium payment electronically in the HIPAA 820 file format.

Bids exceeding \$1.54 per contract (employee) per month will not meet the minimum qualification and will be disqualified from further consideration. Price per contract must be evenly divisible by two.

VII. INFORMATION REQUESTS

The proposal must contain, in a separate section, your organization's responses to the following requested information:

- 1) Provide a brief description of the size, structure and services provided by your organization, with special emphasis on past experience as an EAP vendor.
- 2) Provide, in detail, your understanding of the services NDPERS is requesting; specifically addressing the scope of work in Section IV, timeframes for delivery and how you intend to staff the project.
- 3) The vendor should provide the following information:
 - An organizational chart of the company which identifies its principal officers and staff members.

- The qualifications of the vendor's staff members who will be associated with the contract (i.e., education levels and experience with EAP plans). Identify the relationship of staff to the vendor or project manager (i.e., full-time employee, part-time employee, etc.).
 - The day-to-day contact or project manager of the vendor's organization and the qualifications and authority of any such persons.
 - Describe the quality assurance guidelines or ongoing monitoring system you have in place for evaluating professional staff. Who is responsible for assuring high standards of care?
 - Locations the vendor currently maintains or plans to maintain. Offices and staff located in and outside of North Dakota. Any subcontractors for EAP services. Please explain.
 - Please explain how you will provide services in areas you do not have an office.
- 4) If some staff is not yet hired or there are plans for expansion, the vendor should provide detailed descriptions.
 - 5) Experience and reliability of the vendor's organization is considered in the evaluation process. Therefore, the vendor is advised to submit any information, which documents successful and reliable experience in past performances; especially those performances related to the requirements of this RFP.
 - 6) The vendor **MUST** specify the principle business of the vendor and when the vendor began working in this area.
 - 7) Please discuss your capabilities to provide referral and evaluation services under the Omnibus Transportation Employee Testing Act of 1991. However, these services are not being requested as part of the EAP.
 - 8) Please certify that no real or potential conflicts of interest are known. If there is a perceived conflict of interest, please include a statement proposing remedial actions that would be taken to eliminate it. No conflict of interest should exist which would prevent the vendor from representing NDPERS with respect to this proposal. Each vendor must disclose all potential conflicts of which he or she has knowledge or which may arise with respect to the representation of NDPERS on this proposal including, without limitation, any circumstances which would create the appearance of a conflict of interest. NDPERS will disqualify a potential vendor if, in NDPERS' sole judgement, such conflict would preclude effective representation by that vendor.

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

EAP Features	Minimum	Vendor
EAP Established	1 year	
Number of Annual Sessions Per Individual	6	
Number of Annual Sessions Per Incident	6 (Full Individual Minimum)	
Coverage	Employee and Dependents	
Staffing	Licensed Social Workers	
Appointment Timing	Within 72 hours	
Emergency Appointments	Within 24 hours	
Weekend/Holiday Appointments	Emergency	
1-800 number	Minimum one line	
Phone Counseling	Minimum one staffed line	
24 hour Crisis 'Hot' Line Staffing	Minimum one staffed line by LSW	
On-site Employee Orientation	1 per year (Smaller groups may be combined)	
On-site Seminars	None, except as noted in IV, A, 1, c & d	
Off-site Seminars	None, except as noted in IV, A, 1, c & d	
Management Training	Minimum Requirements: Stress, Conflict, Crisis, Change Management	
Management Consulting	Available to all supervisory/management staff	
Additional/Specialty Services Available	@ Additional Cost	
Employee Newsletters Supervisory Newsletters Internal Marketing Material (i.e., payroll stuffers, posters, etc.)	Quarterly Biannually As needed	
Agency/NDPERS Reporting - Utilization - Survey	Agency Quarterly with Annual to Date Aggregate annual report on utilization and member satisfaction to NDPERS.	
Price	\$1.54 Maximum	
OTHER UNIQUE FEATURES		

Questions:

1. Indicate how long your organization has been in the EAP market.
2. Specify how long your organization has been in existence and whether it is a division of a parent company. Does it have an affiliation with other business entities? If so, explain the nature of these affiliations. Is it privately or publicly held?
3. Has your organization been through recent reorganization or name changes? If yes, briefly describe the nature of the reorganization and list past names of your organization.
4. Provide a summary of any and all claims, pending litigation and judgements that have been entered against your organization in the past five years that are directly related to its provision of an EAP.
5. For cases in which a plan member requires additional services beyond those available through the EAP, which are not covered by the State health plan, how do you recommend handling referrals so that members do not get the mistaken impression that these services are covered?
6. How are emergency and crisis situations handled? How do you recommend your organization be contacted in the case of emergency admissions? What is your response time?
7. For short-term counseling within the EAP, what number of sessions per individual do you recommend and why? Is this number a total per individual per year or per problem incident? Do you recommend a different number of sessions based upon incident treatment? Explain your answers.
8. Typically, what percent of cases do you resolve within the EAP through short-term counseling and what percent are referred outside the EAP?
9. If treatment outside the EAP is recommended, typically how many visits are made to an EAP counselor before outside referral is made?
10. Describe the range of counseling services available which you recommend be provided within the EAP. Will all services be offered to employees at all your locations?
11. Describe educational courses you would propose for supervisors on use of an EAP and other employee educational programs. Indicate frequency, topics and specify associated costs.
12. Describe educational courses or awareness campaigns specific to wellness related topics.
13. Describe educational courses or awareness campaigns specific to the topics of depression, mental health and suicide for both supervisors and employees.

14. Describe the nature and scope of employee communications that are provided as part of your fee. Include a sample of all communication material you customarily prepare.
15. Are you able to customize written materials and communications? Is there an additional cost associated with customization?
16. Under the plan of benefits you indicate a certain number of sessions are available to each member. Please define what constitutes a session (i.e., duration or time).
17. Concerning the management training and consulting services that are part of the services proposed, please define the depth, scope and range of these services (number of sessions, hours of management consulting, etc.).
18. What services does your EAP provide relating to maintaining a drug free workplace and employee testing? To what extent are these services part of your proposal and, to the extent they are not, what is the cost for those additional services?
19. What virtual services do you provide for employers and employees?

VIII. SUBMISSION OF PROPOSAL

- A. Proposals should be prepared in a straightforward manner to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Costs for developing proposals are entirely the responsibility of the Vendor and shall not be chargeable to NDPERS.
- B. The bidder shall sign the proposal. The signer must be a partner or principal of the firm. An unsigned proposal will be rejected.
- C. Address or deliver the RFP to:

Mr. Bryan Reinhardt
North Dakota Public Employees Retirement System
400 E Broadway, Suite 505, PO Box 1657
Bismarck, ND 58501
(701) 328-3900
- D. Five (5) copies of the proposal must be received at the above listed location by: **5:00 p.m. Central Time, on March 31, 2021**. The package the proposal is delivered in must be plainly marked **"PROPOSAL TO PROVIDE EAP SERVICES"**. In addition to the five copies, submit an electronic copy of the proposal. Proposal can be sent by email to: breinhar@nd.gov A proposal shall be considered late and will be rejected if received at any time after the exact time specified for return of proposals.

- E. The policy of the NDPERS Board is to solicit proposals with bonafide intent to award a contract. This policy will not affect the right of the NDPERS Board to reject any or all proposals.
- F. The NDPERS Board may request representatives of your organization appear before them for interviewing purposes. Travel expenses and related costs will be the responsibility of the organization being interviewed.
- G. The NDPERS Board will award the contracts for service no later than June, 2021.
- H. In evaluating the proposals, price will not be the sole factor. The NDPERS Board may consider any factors it deems necessary and proper for best value, including but not limited to: price, quality of service, response to this request, experience, staffing and general reputation.
- I. The vendor must sign the attached contract, data agreement, business associate agreement and submit it with their proposal. If the NDPERS Board accepts the proposal, the contracts will be signed and a copy will be returned.
- J. NDPERS reserves the right to make the decision exclusively based on whatever criteria the Board deems appropriate.

Appendix A – Model State Contract

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

(Name of Contractor) (hereinafter CONTRACTOR) has offered to provide services to the State of North Dakota acting through its Public Employees Retirement System (hereinafter NDPERS). The terms of this Contract shall constitute the services agreement ("Agreement").

CONTRACTOR and NDPERS agree to the following:

- 1) **SCOPE OF SERVICES:** CONTRACTOR agrees to provide the service(s) as specified in the 2021 RFP and proposal (attached hereto and incorporated by reference Exhibit A).
- 2) **TERM:** The term of this contract shall commence July 1, 2021.
- 3) **FEES:** NDPERS shall only pay pursuant to the terms in Exhibit A.
- 4) **BILLINGS:** NDPERS will pay for the services provided by CONTRACTOR under this contract pursuant to a per participant monthly fee in Section V of the proposal. Payments will be made monthly based upon an invoice identifying the number of participants for that month.
- 5) **TERMINATION:** Either party may terminate this agreement with thirty (30) days written notice mailed to the other party, or as mutually agreed to by the parties. Upon any termination the CONTRACTOR shall be compensated as described in Exhibit A for services performed up to the date of termination.

In addition, NDPERS by written notice to CONTRACTOR may terminate the whole or any part of this Agreement under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

In addition, NDPERS may terminate this Agreement effective upon thirty (30) days prior written notice to CONTRACTOR, or any later date stated in the notice:

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

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

6) **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 without cause.

CONTRACTOR may enter into 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 NDPERS.

- 7) **ACCESS TO RECORDS AND CONFIDENTIALITY:** The parties agree that all participation by NDPERS members and their dependents in programs administered by NDPERS is confidential under North Dakota law. CONTRACTOR may request and NDPERS shall provide directly to CONTRACTOR upon such request, confidential information necessary for CONTRACTOR to provide the services described in Exhibit A. CONTRACTOR shall keep confidential all NDPERS information obtained in the course of delivering services. Failure of CONTRACTOR to maintain the confidentiality of such information may be considered a material breach of the contract and may constitute the basis for additional civil and criminal penalties under North Dakota law. CONTRACTOR has exclusive control over the direction and guidance of the persons rendering services under this Agreement. Upon termination of this Agreement, for any reason, CONTRACTOR shall return or destroy all confidential information received from NDPERS, or created or received by CONTRACTOR on behalf of NDPERS. This provision applies to confidential information that may be in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the confidential information. In the event that CONTRACTOR asserts that returning or destroying the confidential information is not feasible, CONTRACTOR shall provide to NDPERS notification of the conditions that make return or destruction infeasible. Upon explicit written agreement of NDPERS that return or destruction of confidential information is not feasible, CONTRACTOR shall extend the protections of this Agreement to that confidential information and limit further uses and disclosures of any such confidential information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains the confidential information. CONTRACTOR shall not use or disclose any information it receives from NDPERS

under this Agreement that NDPERS has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by NDPERS. NDPERS shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that NDPERS 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 NDPERS and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

CONTRACTOR understands that, except for disclosures prohibited in this Agreement, NDPERS must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact NDPERS immediately upon receiving a request for information under the public records law and to comply with NDPERS's instructions on how to respond to the request.

- 8) **APPLICABLE LAW AND VENUE:** This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be 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*.
- 9) **MERGER AND MODIFICATION:** This Agreement, 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 Agreement. This Agreement 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 Agreement, the documents must control in this order of precedence: First – the terms of this Agreement, as may be amended and Second - the state's Request for Proposal (attached in Exhibit A) and Third – CONTRACTOR's Proposal (attached in Exhibit A). No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
- 10) **INDEMNITY:** 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.

11) **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 \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions with minimum limits of \$1,000,000 per 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. **Optional Provision:** 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.

- 12) **SEVERABILITY:** If any term in this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms must not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term.
- 13) **INDEPENDENT ENTITY:** CONTRACTOR is an independent entity under this Agreement and is not a State employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 14) **NDPERS RESPONSIBILITIES:** NDPERS shall cooperate with the CONTRACTOR hereunder, including, without limitation, providing the CONTRACTOR with reasonable and timely access to data, information and personnel of NDPERS. NDPERS shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of data and information provided to the CONTRACTOR for purposes of the performance of the Services.
- 15) **FORCE MAJEURE:** Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party

immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

- 16) **ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL:** By entering into this Contract, NDPERS 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.
- 17) **NOTICE:** All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

NDPERS:

Scott Miller, Executive Director
ND Public Employees Retirement System
400 East Broadway, Suite 505
PO Box 1657
Bismarck, ND 58502-1657

CONTRACTOR:

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.

- 18) **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 at all times 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.
- 19) **STATE AUDIT:** 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 all of 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.

- 20) **TAXPAYER ID:** CONTRACTOR'S federal employer ID number is:_____.
- 21) **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, and certificates will be furnished upon request by the NDPERS.
- 22) **EFFECTIVENESS OF CONTRACT:** This Agreement is not effective until fully executed by both parties.

IN WITNESS WHEREOF, CONTRACTOR and NDPERS have executed this Agreement as of the date first written above.

**NORTH DAKOTA PUBLIC
EMPLOYEES RETIREMENT SYSTEM**

CONTRACTOR

Executive Director
ND Public Employees Retirement System

Signature

Printed Name

Title

Date

Date

Appendix B – Employee Assistance Program Data Agreement

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM AND **NAME OF PROVIDER** 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 **NAME OF PROVIDER** relating to maintenance and destruction of NDPERS Confidential Information held by **NAME OF PROVIDER** and its subsidiaries.

WHEREAS, NDPERS has previously entered into contracts with **NAME OF PROVIDER** to provide services related to administration of the NDPERS **PUT THE PROGRAM SPECIFICS HERE** (Contracts).

WHEREAS, the services provided by **NAME OF PROVIDER** under these Contracts required the exchange of information between the parties that is confidential under North Dakota Century Code §§ **CHANGE ACCORDING TO PROGRAM** 54-52.1-11 and 54-52.1-12 (Confidential Information).

WHEREAS, the parties acknowledge that these Contracts, including the Business Associate Agreements between the parties, required **NAME OF PROVIDER** 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 **NAME OF PROVIDER** 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, **NAME OF PROVIDER** has provided and NDPERS has reviewed the **NAME OF PROVIDER** records retention policy (Policy) applicable to the Confidential Information and **NAME OF PROVIDER** 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. **NAME OF PROVIDER** 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, **NAME OF PROVIDER** shall confirm the destruction of Confidential Information under its Policy.
3. Upon the request of NDPERS, **NAME OF PROVIDER** shall provide NDPERS a copy of any change to the Policy provided NDPERS on **DATE HERE**.
4. NDPERS agrees these actions are consistent with **NAME OF PROVIDER** obligations under these Contracts.
5. This Memorandum of Understanding will terminate upon notice to NDPERS by **NAME OF PROVIDER** that all Confidential Information has either been returned to NDPERS or destroyed, or earlier, upon thirty (30) days' notice by NDPERS to **NAME OF PROVIDER** 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: _____

Executive Director

Date: _____

NAME OF PROVIDER

BY: _____

Its: _____

Date: _____

Attach Contractor Records Retention Policy

Appendix C – EAP Business Associate Agreement

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 XXXXX XXXXX.

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 XXXXX XXXXX.
- 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.

2.1. 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, Employee Assistance Program Services – 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.

4.2. 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 January 1, 2019, 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:

Executive Director
ND Public Employees Retirement System

Signature

Printed Name

Title

Date

Date



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

Scott A. Miller
Executive Director
(701) 328-3900
1-800-803-7377

Fax: (701) 328-3920 Email ndpers-info@nd.gov Website <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board

FROM: Bryan T. Reinhardt

DATE: February April 9, 2020

SUBJECT: 2020 Sanford Claims Review

Each year we conduct an audit to check the accuracy of the health plan claims processing. On December 10th and 11th, Shawna Piatz and I were at the Sanford corporate office in Fargo to review a sample of 100 NDPERS claims. A list of the claim specifications is attached. Note that this is not a random sample of all claims, but a select sample from specific areas that we felt needed to be looked at. I focused on claims incurred in the year 2020. Sanford did a good job of having everything ready for me and having staff available to answer my questions and explain the claims payment process.

This year there were no errors in the audit sample. The findings are detailed below:

Review Errors/Findings/Observations:

There are some changes in place due to the COVID-19 pandemic. COVID testing is not going to the wellness \$200 annual benefit. Telehealth visits are being processed with no cost share (no office visit copayment). Sanford is tracking the costs and may be able to report on them at a later time. It is unknown if they will be applying for Federal COVID funds. Here is the Sanford Telehealth Reimbursement Policy:

SCOPE:	All plans unless variations are specifically noted in the plan document
AFFECTED DEPARTMENT(s):	Operations, Claims, Care Management, Pharmacy, Utilization Management
IMPLEMENTED: 1/1/19	ISSUED: 1/1/19
REVIEW COORDINATOR:	Sanford Health Plan Benefit Committee, Sanford Health Telehealth Committee
NCQA REVIEW:	Not required
PROVIDER MANUAL PUBLICATION:	Yes

Due to the COVID-19 national emergency, the following changes made to this policy are in effect for the duration of this emergency.

- a. In accordance to CMS guidance issued March 17th, 2020, HIPAA compliance for telehealth/telemedicine will not be enforced.
- b. Licensure requirements, outside of being currently-licensed and in good standing, will be waived for North Dakota telehealth recipients.
- c. Audio-only to audio-only visits (CPT/HCPCS codes 98966-98968, 99441-99443, and G2012) are covered at 100% to member cost-share.
- d. All telehealth including e-visits, video-visits, and telehealth visits will be covered at 100% for participating providers.
- e. In addition to the services listed in the Limitations and Exclusions section of this policy, the following services will NOT be covered under the telehealth benefit:
 - i. Acupuncture (97810-97814 and S8930)
 - ii. Chiropractic treatments (98940-98943)
 - iii. Deferrable elective care
 - iv. Dental care (D0100-D9999 and 41800-41899)

The changes made last year to allow A1C tests to apply to the \$200 wellness screening benefit and to remove the PSA coinsurance were implemented July 1, 2020 and are processing correctly.

There seems to be a provider issue with flu vaccinations being denied for not using the proper 11-digit code. Sanford is looking into this issue.

All claims with coordination of benefits (COB) including WSI processed correctly. Sanford is no longer using the "Greater of" rule to process COB claims. This is something we've pointed out in the past and should result in a savings to the plan.

After January 1st 2021, if authorization is required for a procedure and the provider does not receive prior authorization, the provider will be responsible for that service and will not be allowed to hold the patient responsible (can not balance bill).

Note that physical therapy and chiropractic have a \$25 copayment versus a \$30 copayment for office visits. NDPERS also does not have a limit on chiropractic visits where most plans have a 20 visit limit. It is rare to have an unlimited plan like ours with varying copayments. Any reduction to these benefits would affect the plan's grandfathered status, so it is something to keep in mind for future changes.

All the screening & immunization audit claims were properly adjudicated:
PAP 3/3, Mammogram 3/3, Fecal Occult 3/3, Cholesterol 3/3, A1C 3/3, Blood sugar 3/3,
PSA 3/3, Colonoscopy 5/5, Influenza vaccine 5/5.

When members move between the HDHP and PPO plans, lifetime maximums will transfer between plans except for the prosthetic lifetime maximum. Sanford notes that they do this because as a member ages, a prosthetic may become worn out or not fit well anymore. The NDPERS SPD says, "*Prosthetic limbs, sockets and supplies, and prosthetic eyes limited to one (1) per lifetime unless medically necessary due to growth for Members under 19*". Sanford is reviewing this language as stopping at "medically necessary" removing the age limit might be appropriate.

We reviewed the language for the infertility lifetime maximum and questioned if it would reset if the contract ID changes for the same member. For example, if an employee retired and the employee's spouse became an employee and the health plan contract was now under the new employee.

Sanford reviewed this and here is their response.

In following up to the 2020 audit, please find a summary of our policy related to membership changes:

Policy for Lifetime Maximum following a person when changing plans (infertility, prosthetics)

- a. Switching Plans (GF to HDHP; HDHP to GF)
 - i. It depends on the benefit, but usually the accumulator is tracked along with the Member. For example, if the person has infertility services on one plan and then moves to another, the accumulators should move as there are comparable coverage limits across the plan. For a prosthetic, however, where the benefits are different, the accumulators usually do not follow. If a member had a lifetime limit of one used on a GF plan, there would be no use to move it to count for a HDHP GF plan with no limit. In reverse, if a person gets a prosthetic while on a HDHP plan and then moves to the GF plan, the plan was not tracking previously towards a limit of one, so the limit would start over and the person would get one under the GF plan.
- b. Switching Employer within like plans
 - i. If a subscriber switches employers but keeps the same plan, the accumulators should transfer.
- c. Going from a Dependent to a Spouse or Subscriber
 - i. If a dependent changes to a new plan (in whatever capacity), their limits should start over.
- d. Going from a Spouse to a Subscriber
 - i. If a spouse changes to a new plan (in whatever capacity), their limits should start over.

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

NDPERS 2020 Audit of 1/2020 – present Sanford Claims Processing

1. Professional Chiropractic (1 claim)
2. Institutional COB (1 claim)
3. Institutional COB (2 with Medicare Member age 65+)
4. Institutional COB (2 with Medicare Member age <65)
5. Institutional COB (5 with Workers Compensation)
6. Professional COB (3 claims Other Insurance Plan)
7. Professional COB (2 with Medicare)
8. Professional COB (5 with Workers Compensation)
9. Institutional Psych (2 claims)
10. Professional Psych (2 claims)
11. Institutional CDU (2 claims)
12. Professional CDU (2 claims)
13. Professional PAP (3 claims) (No COB)
14. Professional Mammograms (3 claims) (No COB)
15. Professional Fecal Occult Test (3 claims) (No COB)
16. Professional Cholesterol Screening (3 claims) (No COB)
17. Professional A1C Screening (3 claims) (No COB)
18. Professional Blood Sugar Testing (3 claims) (No COB)
19. Professional PSA Testing (5 claims) (No COB)
20. Professional Colonoscopy (3 claims) Include Institutional and Lab components (No COB)
21. Prescription Drug Formulary (6 claims)
22. Prescription Drug Non-Formulary (6 claims)
23. Prescription Drug for Flu Vaccine (5 claims) (No COB)
24. Prescription Drug Medicare Part-D claims (5 claims)
25. Institutional 'Denied Experimental' (1 claims)
26. Professional Physical Therapy (2 claims) (No COB)
27. Claims for Durable Medical Equipment (2 claims)
28. Professional from HDHP member (3 claims)
29. Institutional from HDHP member (2 claims)
30. Prescription Drug 2019 history for one HDHP member
31. Office Visit for Infertility (5 claims)
32. Adult Routine Diagnosis Physical Office Visit with Screenings (2 claims)
33. Out-Of-State Out-Of-Network Professional Claims (4 claims)
34. Institutional Delivery Claim on Healthy Pregnancy Program (1 claim)

Total 100 Claims



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

Scott A. Miller
Executive Director
(701) 328-3900
1-800-803-7377

Fax: (701) 328-3920 Email ndpers-info@nd.gov Website <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: February 9, 2021

SUBJECT: Vision Insurance Plan Renewal

Effective January 1, 2018 Superior Vision was awarded the bid for the group vision insurance plan. Attached is Superior Vision's renewal rate confirmation that their proposal included a 6 year rate guarantee, which includes the January 1, 2022 through December 31, 2023 plan years. This time period represents the 3rd 2-year period available for contracting as part of the bid process. As you may recall as part of their bid, Superior Vision:

- 1) Was the provider for the January 1, 2012 through December 31, 2017 period
- 2) Provided a 1% premium decrease to the rates in effect prior to the contract effective date of January 1, 2018
- 3) Guaranteed these decreased rates through December 31, 2023 should the board elect to renew with them during each of the two, 2-year renewal opportunities.

In addition, Superior Vision suggested that the frames allowance be increased at no additional premium cost from \$75 to \$100 per benefit period effective January 1, 2021. The Board approved this enhancement at the June 2020 meeting.

Following are the current and proposed rates (no change):

Emp Only	\$6.57
Emp + Spouse	\$13.15
Emp + Child(ren)	\$11.98
Emp + Family	\$18.55

Participation in the vision plan increased over the past year by 9.9%, with a total of 8,565 active employees and 4,122 retirees currently participating in the plan.

Staff recommends that we amend the current contract to renew with Superior Vision for the January 1, 2022 through December 31, 2023 contract period.

Board Action Requested

Approve staff's recommendation to amend the current contract to continue with Superior Vision for the January 1, 2022 through December 31, 2023 contract period.



Vision Benefits Renewal

January 19, 2021

Rebecca Fricke
NDPERS
400 East Broadway Avenue, Ste. 505
Bismarck, ND 58502

**Re: NDPERS
Policy #29854**

Dear Rebecca,

We would like to thank you and your group, **NDPERS**, for the continued support you have shown to Superior Vision. The current rates are up for renewal effective **01/01/2022**, and this letter outlines the applicable renewal rates and renewal period.

The renewal rates outlined below are based on the overall results, expected trend for groups with similar characteristics and other factors affecting costs.

We are pleased to inform you that the current rates will remain in place for an additional two years:

	Employee Only	Employee + Spouse	Employee + Child(ren)	Employee + Family
Current Rates	\$6.57	\$13.15	\$11.98	\$18.55
Renewal Rates	\$6.57	\$13.15	\$11.98	\$18.55

Renewal Period: January 1, 2022 – December 31, 2023

Please confirm receipt of the above rates by signing and returning a copy of this letter via fax or email.

Superior Vision is honored to partner with you and we appreciate the trust you have placed in us.

Yours in Superior Service,

Jami Kuder

Director, National Accounts
jami.kuder@versanthealth.com

Renewal acknowledged/accepted by: _____

Title: _____

Date: _____



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

Scott A. Miller
Executive Director
(701) 328-3900
1-800-803-7377

Fax: (701) 328-3920 Email ndpers-info@nd.gov Website <https://ndpers.nd.gov>

Memorandum

TO: NDPERS Board

FROM: Rebecca

DATE: February 9, 2021

SUBJECT: Insurance Updates

This memo is to provide the Board with updates on two efforts conducted this fall in relation to the NDPERS Insurance plans.

Flu Vaccination Clinics

From late September through early November, NDPERS offered six flu vaccination clinics to members and dependents in the Bismarck/Mandan area who are covered by the NDPERS health insurance plan. As in previous years, the clinics were conducted by the UND Center for Family Medicine. Due to Covid-19, there were not any clinics offered at the Capitol this year. In addition, the UND Center for Family Medicine modified their registration process to require online pre-registration to ensure that proper Covid-19 protocols, including mask requirements and social distancing, could be maintained. A total of 986 individuals received their flu vaccination through this campaign. This amount is less than in 2019, which had a total of 1,193 individuals vaccinated at the NDPERS sponsored clinics. However, we believe our numbers went down due to individuals having additional non-NDPERS clinics available to them throughout the community due to COVID-19. In addition, two scheduled clinics had to be cancelled due to a lack of supply at UND Center for Family Medicine prior to their scheduled dates.

Annual Enrollment

Annual enrollment was conducted from October 19 – November 6, 2020. Members were able to provide their elections by supplying paper forms or by using Member Self Service (MSS).

Additional information regarding specific plan enrollments includes the following information:

FlexComp Plan:

	2020	2020	2021	2021
	Participants	Contributions	Participants	Contributions
Medical Spending	2,359	\$3,948,966	2,233	\$3,796,561
Dependent Care	427	\$1,716, 113	358	\$1,457,005
Total	2,786	\$5,665,079	2,591	\$5,253,566
Change in participation for medical spending:			-5.34%	
Change in participation for dependent care:			-16.16%	
Change in contribution for medical spending:			-3.86%	
Change in contribution for dependent care:			-15.1%	

ASIFlex did indicate that they are experiencing this type of decrease in participation and contribution amounts with other clients and feel that this is likely due to COVID-19, specifically individuals deferring elective procedures and also having modifications in dependent care arrangements.

Dental & Vision Plans:

The following is the change in enrollment for subscriber contracts in the dental and vision plans:

	<u>2020</u>	<u>2021</u>
Dental	10,919	12,207
Vision	11,547	12,687

High Deductible Health Plan:

The enrollment change for the High Deductible Health Plan is:

<u>2020</u>	<u>2021</u>
452	563

457(b) Deferred Compensation Plan:

Although Deferred Compensation is not normally included as part of the annual enrollment elections, based upon direction by the Board, an active choice enrollment option for this benefit was again offered as part of annual enrollment. The purpose was to incentivize members to enroll or increase their 457(b) Deferred Compensation contributions.

The following summary identifies *unique* members modifying their election.

Provider	Total Unique Members that modified their election	New	Increase	Decrease
TIAA (Companion Plan)	664	188	469	7
Other 457(b) Deferred Compensation Providers	105	11	90	4

This item is informational only and does not require any action by the Board. We will be available at the meeting to discuss any questions you may have.

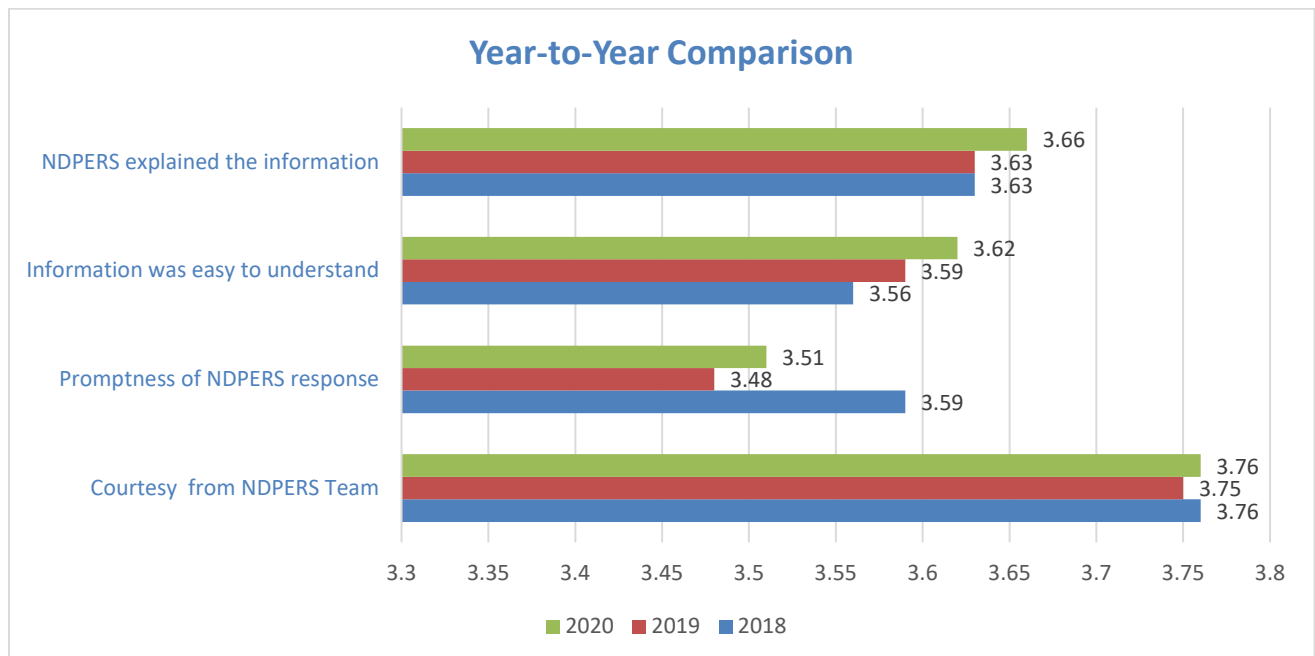


Memorandum

TO: NDPERS Board
FROM: Aime
DATE: February 9, 2021
SUBJECT: Members' Experience Annual Report

This is the annual summary of feedback received from members after a call or a meeting with the NDPERS team. During 2020, we received 2,066 responses, which was a slight decrease from the 2,392 responses received during the previous year.

Our ratings slightly increased in all areas. The highest score is 4.



Members were given the option to offer additional comments after their interaction with our team. This word cloud summarizes the most repeated “words” in the 912 comments we

received. As you can see, four of our team members made it into the list after continuously receiving positive feedback.

Q2 Please share any other comments on how your experience with NDPERS can be improved, if any:

sent phone call issue employees find explain know really spoke helpful Thank never
problem experience assistance Damon took awesome Daymon Mills given trying
always message contact left message forms change will excellent able
appreciated response assist knowledgeable representative
person process received retired information easy
work made questions Daymon time request
needed retirement call returned call Thank back
helpful still help service good polite
answered questions email staff friendly great online
NDPERS happy answer fill None plan PERS pleasant
call back website understand informative nice mail talk Nothing go
Thank much one everything Julie complete well questions answered asked people told
pleased kind prompt Marcy lady professional Mary Ann said think

This topic is informational only.



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

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Memorandum

TO: NDPERS Board

FROM: Derrick Hohbein, CPA

DATE: February 9, 2021

SUBJECT: Budget Status

Twice a year staff provides the Board with an update on the status of the current Budget and answers any questions or concerns the Board may have. The expenses for the biennium through December 31, 2020 as well as our total appropriation are summarized in the table below:

	Adjusted 2019 – 2021 Appropriation	Expenditures to Date	Remaining Appropriation	% Remaining
Salaries & Wages	6,652,604	4,647,108	2,005,496	30%
Operating	2,483,592	1,592,663	890,929	36%
Capital Assets	338,000	338,000	-	-
Contingency	102,000	-	102,000	100%
Total	9,576,196	6,577,771	2,998,425	31%

Please let me know if you have any questions on the summary.



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Memorandum

TO: NDPERS Board

FROM: Scott

DATE: February 9, 2021

SUBJECT: Legislation

We are now tracking 39 bills that do or may have an impact on NDPERS, one of its programs, or its investments. I have reviewed every bill introduced, and the deadline for filing new bills has passed, so I'm hopeful this is our final tracking list. Jan has been keeping a table of the bills and actions occurring with those bills, which is attached. I will not go over all of the bills, but will bring your attention to several on which I may need specific Board guidance.

Board Action: Provide guidance regarding the Board's position on non-PERS bills.

bill #	short name	Title	fiscal Impact	bill status	chamber/ committee	hearing date	hearing time	meeting room	Committee members
HB 1023	1023	A BILL for an Act to provide an appropriation for defraying the expenses of the public employees retirement system; and to provide an exemption.	FN 1023	1/5 1st reading 1/12 committee hearing	House Approps Government Operations Division Meets M-F	12-Jan	10:00 AM	Brynild Haugland	House Approps Gvt Ops D Vigesaa, chair M Brandenburg, vice L Bellew M Howe K Kempenich L Meier C Mock Senate Approps R Holmberg, chair K Krebsbach, vice T Wanzek B Bekkedahl K Davison D Dever R Erbele J Heckaman D Houge T Mathern D Oehlke N Poolman D Rust R Sorvaag
HB 1029	1029	Relating to public employee uniform group insurance for health benefits; to provide for application; and to declare an emergency		1/5 1st reading, referred to House GVA 1/7 committee hearing 1/11 Reported back, DP, place on calendar 14 0 0 1/12 2nd Reading - PASSED 90-0, Emerg clause carried 1/13 Senate - received from House 2/3 1st reading referred to Senate GVA Emergency clause 2/12 committee hearing	House GVA Meets Th, F Senate GVA Meets Th, F	1/7 2/12	9:15:00 AM 9:30 AM Room 216	Room 216	House GVA J Kasper, chair B Kapelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter Senate GVA S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
HB 1032	1032	Relating to prescription drug cost transparency; and to provide a penalty.		1/5 1st reading, referred to House Human Services 1/6 committee hearing	House Human Services Meets M, T, W	6-Jan	1:30 PM	Pioneer	House Human Serv R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind Senate Human Serv J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen

HB 1041	1041	Relating to public employees retirement system penalties for late payments or failures to follow required processes; and to provide a penalty.		1/5 1st reading, referred to House GVA 1/7 committee hearing 1/18 reported back DNP , 10-3-1 1/19 2nd reading PASSED 59-31 1/20 Senate - received from House 2/8 1st reading referred to Senate GVA	House GVA Meets Th, F Senate GVA Meets Th, F	7-Jan	10:15 AM	House GVA J Kasper, chair B Koppelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	Senate GVA S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
HB 1042	1042	Relating to the public employees retirement system's uniform group insurance program part D contracts with pharmacy benefit managers.		1/5 1st reading, referred to House GVA 1/7 committee hearing 1/18 reported back, DP , 12-0-2 1/19 2nd reading PASSED 90-0 1/20 Senate - received from House 2/3 1st reading referred to Senate GVA	House GVA Meets Th, F Senate GVA Meets Th, F	7-Jan	10:45 AM	House GVA J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	Senate GVA S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
HB 1139	1139	Relating to duration limits for opioid therapy and benzodiazepine; and to provide for application	FN 1139	1/8 Introduced, first reading, referred Industry, Business and Labor Committee 1/18 committee hearing 1/21 reported back DP 12-1-1 1/27 2nd reading PASSED 64-26 1/28 Senate - Received from the House	House IB&L Meets M,T,W Senate IB&L Meets M,T,W	18-Jan	8:00 AM	House IB&L M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	Senate IB&L J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa

HB 1147	1147	Relating to public employee fertility health benefits; to amend and reenact section 26.1-36.6-03 of the North Dakota Century Code, relating to self-insurance health plans; to provide for a report; to provide for application; to provide an expiration date; and to declare an emergency.	FN 1147	1/8 1st reading (emergency) referred to House IB&L 1/26 committee hearing 2/8 committee work	House IB&L Meets M,T,W	1/26 2/8	2:00:00 PM 9:00 AM	327C	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa
HB 1154	1154	A BILL for an Act to create and enact chapter 26.1 36.8 of the North Dakota Century Code, relating to transparency in dental benefits contracting; and to provide a penalty		1/8 1st reading referred to Human Services 1/13 request return from committee re-referred to IB&L 2/3 committee hearing IB&L	House IB&L Meets M,T,W	3-Feb	9:00 AM	327C	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa
HB 1155	1155	Relating to the public employees retirement system uniform group insurance program benefits; and to provide for application.		1/8 1st reading, referred to House IB&L 1/18 committee hearing 1/18 reported back DO PASS 11 -2 -1 1/18 re-referred to appropriations 2/5 committee work 8:30	House IB&L Meets M,T,W House Appropriations	1/18 2/5/2021	8:00 A.M. 8:30 AM	 Brynhild Haugland	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa

<u>HB 1203</u>	1203	Relating to requirements of health insurance policies; to amend and reenact section 50-24.1-37 of the North Dakota Century Code, relating to continuation of Medicaid Expansion; to repeal sections 40 and 41 of chapter 11 of the 2017 Session Laws, relating to repeal of the Medicaid Expansion program; to provide for application; and to provide a contingent effective date.		1/11 Introduced, first reading, referred to Industry, Business and Labor Committee 2/8 committee work	House IB&L Meets M,T,W	1/18 2/8	8:00 A.M. 9:00 AM	327C	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa
<u>HB 1209</u>	1209	A BILL for an Act to amend and reenact section 54 52 02.9, 54 52 06, 54 52 06.5, and 54 52.6 09 of the North Dakota Century Code, relating to public employees retirement system employer and temporary employee contribution rates; and to provide an effective date.		1/11 - Introduced, first reading, referred GVA 1/21 committee hearing	House GVA Meets Th, F	21-Jan	2:00 P.M.	Pioneer	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
<u>HB 1231</u>	1231	Relating to duty of the investment director to consider investing locally.		1/11 - Introduced, first reading, referred GVA 1/22 committee hearing	House GVA Meets Th, F	22-Jan	8:30 A.M.	Pioneer	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema

<u>HB 1233</u>	1233	A BILL for an Act to provide for the public employees retirement system to contract for an audit of pharmacy benefit managers providing contract services for the state uniform group health insurance program; and to provide for a legislative management report.		1/11 - Introduced, first reading, referred GVA 2/4 committee hearing	House GVA Meets Th, F	4-Feb	8:00 AM	Pioneer	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
<u>HB 1245</u>	1245	A BILL for an Act to amend and reenact sections 54 52.1 04, 54 52.1 04.1, 54 52.1 04.2, 54 52.1 04.7, 54 52.1 04.8, and 54 52.1 05 of the North Dakota Century Code, relating to public employee uniform group insurance plans; to provide for application; and to declare an emergency.		1/11 Introduced, first reading, (emergency), referred GVA 2/11 committee hearing	House GVA Meets Th, F	11-Feb	8:00 AM	Pioneer	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
<u>HB 1250</u>	1250	Relating to public employee health insurance drug benefit coverage; to amend and reenact section 26.1-36.6-03 of the North Dakota Century Code, relating to self-insurance health plans; to require a report; to provide for application; to provide an expiration date; and to declare an emergency.		1/11 Introduced, first reading, (emergency), referred House IB&L 1/18 committee hearing 1/18 reported back DNP 12-2-0 1/19 2nd reading FAILED 12-78 Canadian importation bill	House IB&L Meets M,T,W	18-Jan	8:00 AM	327C	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa

<u>HB 1328</u>	1328	A BILL for an Act to create and enact a new section to chapter 43 15 and section 54 52.1 04.18 of the North Dakota Century Code, relating to vitamin D screening and testing; to amend and reenact section 26.1 36.6 03 of the North Dakota Century Code, relating to self insurance health plans; to provide for a report; to provide for application; to provide an expiration date; and to declare an emergency.	<u>FN 1328</u>	1/12 Introduced, first reading, referred Human Services 1/25 Committee Hearing	Human Services Meets M, T,W	25-Jan	10:15 AM	Pioneer	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen
<u>HB 1342</u>	1342	Relating to increased employer and employee contributions under the public employees retirement system defined benefit and defined contribution plans; to provide an appropriation; and to provide a statement of legislative intent.	<u>FN 1342</u>	11/14 Introduced, first reading, referred Government and Veterans Affairs Committee 2/4 committee hearing	House GVA Meets Th, F	4-Feb	8:00 AM	Pioneer	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema
<u>HB 1380</u>	1380	Relating to an economic diversification research fund, a legacy sinking and interest fund, a career and technical education support fund, a legacy earnings fund, a behavioral health support fund, a legacy infrastructure project fund, a state building maintenance and project fund, and an information technology cybersecurity fund; to amend and reenact subsection 1 of section 21-10-06 and section 21-10-12 of the North Dakota Century Code, relating to funds invested by the state investment board and legacy fund definitions; to provide for a transfer; and to provide a report.	<u>FN 1380</u>	1/18 1st reading, referred to Appropriations 2/2 committee hearing	Appropriations	2-Feb	9:00 AM	Brynhild Haugland	<u>House Approps Gvt Ops</u> D Vigesaa, chair M Brandenburg, vice L Bellew M Howe K Kempenich L Meier C Mock	<u>Senate Approps</u> R Holmberg, chair K Krebsbach, vice T Wanzek B Bekkedahl K Davison D Dever R Erbele J Heckaman D Houge T Mathern D Oehlke N Poolman D Rust R Sorvaag

<u>HB 1425</u>	1425	Relating to the legacy infrastructure revolving loan fund and the state investment board; to amend and reenact sections 21-10-02 and 21-10-11 of the North Dakota Century Code, relating to the state investment board and the legacy and budget stabilization fund advisory board; and to provide a continuing appropriation.	<u>FN 1425</u>	1/18 1st first reading, referred Finance and Taxation Committee 2/2 committee hearing	Finance and Taxation Committee Meets M, T, W	2-Feb	9:00 AM	327E	<u>House Finance & Tax</u> C Headland, chair V Steiner, vice Danerson G Bosch J Dockter S Ertelt J Fischer P Hatlestad Z Ista T Kiading B Koppelman M Nelson N Toman W Trottier	<u>Senate Finance & Tax</u> J Bell, chair J Kannianen, vice S Meyer D Patten M Piepkorn J Roers M Weber
<u>HB 1435</u>	1435	Relating to peace officers, patrolmen, correctional officers, and firefighters who die in the line of duty; and to provide for retroactive application.		11/18 first reading, referred to Political Subs 1/28 committee hearing 2/5 reported back amended 10-3-1, placed on calendar 2/8 consideration of amendments Passed	House Political Subdivisions Meets T, F	28-Jan	3:00 PM	327B	<u>House Political Subs</u> J Dockter, chair B Pyle, vice M Adams C Cory S Ertelt C Fegley P Hatlestad M Johnson L Klemin D Longmuir D Nehring M Nelson L Simons N Toman	<u>Senate Political Subs</u> R Burckhard, chair H Anderson, vice J Heitkamp J Kannianen D Larson J Lee E Oban
<u>HB 1465</u>	1465	Relating to freedom of choice for health care services.		1/18 Introduced, first reading, referred Human Services Committee 2/3 committee hearing	Human Services Meets M, T,W	3-Feb	10:30 AM	Pioneer	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen

<u>HB 1492</u>	1492	A BILL for an Act to amend and reenact section 43 15 25.3 of the North Dakota Century Code, relating to permitting pharmacists to administer SARS CoV 2 tests; and to declare an emergency.		1/18 1st reading, referred to Human Services 1/26 Committee Hearing 02:30 2/2 reported back DP 13-0-1 2/8 2nd reading PASSED 89-2	Human Services Meets M, T, W	26-Jan	2:30 PM	Pioneer	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen
<u>SB 2029</u>	2029	A BILL for an Act to create and enact sections 26.1 36.4 03.2 and 26.1 36.4 03.3 of the North Dakota Century Code, relating to hospital and medical insurance pre-existing conditions and guaranteed issue; and to amend and reenact section 26.1 36.3 01, subsection 2 of section 26.1 36.3 06, and sections 26.1 36.4 02 and 26.1 36.4 04 of the North Dakota Century Code, relating to small employer employee health insurance and hospital and medical insurance guaranteed issue and guaranteed availability.		1/5 1st reading, referred to Senate IB&L 1/6 committee hearing 1/18 reported back DNP 5-1 -0 1/19 2nd reading FAILED 7-40 ACA bill	Senate IB&L Meets M, T, W	6-Jan	2:30 PM	Fort Union	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louse D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas
<u>SB 2042</u>	2042	A BILL for an Act to amend and reenact subsection 1 of section 54 52 02.9, subsection 1 of section 54 52 06, subsection 6 of section 54 52.6 02, and subsection 2 of section 54 52.6 09 of the North Dakota Century Code, relating to increased employer and employee contributions under the public employees retirement system defined benefit and defined contribution plans; and to provide a penalty.	<u>FN 2042</u>	1/5 1st reading, referred to Senate GVA 1/29 committee hearing	Senate GVA Meets Th, F	29-Jan	11:00 AM	Room 216	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter

SB 2043	2043	A BILL for an Act to amend and reenact section 39 03.1 10 of the North Dakota Century Code, relating to contributions to the highway patrolmen's retirement system by the state.	FN 2043	1/5 1st reading, referred to Senate GVA 1/15 committee hearing 2/4 reported back DP 7-0-0 2/4 re-referred to appropriations 2/11 committee hearing	Senate GVA Meets Th, F Senate Appropriations Meets M-F	1/15 2/11	9:00 AM 9:00 AM Roughrider	Roughrider	Senate GVA S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema Senate Approps R Holmberg, chair K Krebsbach, vice T Wanzek B Bekkedahl K Davison D Dever R Erbele J Heckaman D Houge T Mathern D Oehlke N Poolman D Rust R Sorvaag	House GVA J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter
SB 2044	2044	A BILL for an Act to amend and reenact section 39 03.1 10, subsection 2 of section 39 03.1 11.2, subsection 8 of section 54 52 17, subsection 10 of section 54 52 26, subsection 2 of section 54 52 28, subsection 2 of section 54 52.1 03.2, subsection 1 of section 54 52.1 03.3, and subsection 2 of section 54 52.6 21 of the North Dakota Century Code, relating to public employees retirement system unpaid benefit payments, missing member confidentiality requirements, compliance with Internal Revenue Code distribution requirements, insurance programs for which retiree health insurance credit moneys may be used, and clarification of eligibility for retiree health insurance credit payments.	FN 2044	1/5 1st reading, referred to Senate GVA 1/14 committee hearing 1/14 Reported back, DP, place on calendar 7-0-0 1/15 2nd reading, PASSED 47-0 1/18 House - received from Senate	Senate GVA Meets Th, F	14-Jan	1:00 PM	Room 216	Senate GVA S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema	House GVA J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter

SB 2045	2045	A BILL for an Act to create and enact a new section to chapter 54 52.2 of the North Dakota Century Code, relating to payment of administrative expenses for the public employees retirement system deferred compensation plan; and to provide a continuing appropriation.	FN 2045	1/5 1st reading, referred to Senate GVA 1/15 committee hearing 1/15 Reported back, DO PASS, place on calendar 7 0 0 1/18 2nd Reading - PASSED 46-1 1/19 House - Received from Senate	Senate GVA Meets Th, F House GVA Meets Th, F	15-Jan	10:00 AM	Room 216	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter
SB 2046	2046	A BILL for an Act to amend and reenact subsection 1 of section 54_52_02.9, subsection 2 of section 54_52_05, subsection 1 of section 54 52 06, subsection 6 of section 54 52.6 02, and section 54 52.6 09 of the North Dakota Century Code, relating to increased employer and employee contributions under the public employees retirement system defined benefit and defined contribution plans; and to provide a penalty.	FN 2046	1/5 1st reading, referred to Senate GVA 1/14 committee hearing 2/4 reported back DP 7-0-0 2/4 re-referred to appropriations 2/11 committee hearing	Senate GVA Meets Th, F Senate Appropriations	1/14 2/11	1:00 PM 10:00 AM Roughrider	Roughrider	<u>Senate GVA</u> S Vedaa, chair S Meyer, vice J Elkin R Marcellais K Roers M Weber M Wobbema	<u>House GVA</u> J Kasper, chair B Kopelman, vice P Anderson J Hoverson K Karls S Louser J Magrum M Ostlie K Rohr A Schauer M Schneider V Steiner G Stemen S Vetter

<u>SB 2074</u>	2074	Relating to health insurance utilization reports.		1/5 1st reading, referred to IB&L 1/12 committee hearing 1/20 reported back DP 6-0-0 amendment 1/21 amendment adopted 1/22 2nd reading of bills PASSED 47-0 1/25 House - Received from the Senate	Senate IB&L Meets M, T, W	12-Jan	9:45 AM	Fort Union	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas
<u>SB 2130</u>	2130	Relating to a cost-benefit analysis for mandated health insurance coverage measures.		1/5 1st reading, referred to Senate Human Services 1/19 committee hearing 1/27 reported back, DP, amendment on calendar 5-0-1 1/28 consideration of amendments PASSED 1/29 2nd reading PASSED 45-1 2/1 House - received from Senate	Senate Human Services Meets M, T, W House Human Services	19-Jan	9:00 AM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind
<u>SB 2170</u>	2170	Relating to prescription drug costs; and to provide a penalty.		1/11 Introduced, first reading, (emergency), referred Human Services 1/27 committee hearing	Senate Human Services Meets M, T, W	27-Jan	9:00 AM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind

<u>SB 2179</u>	2179	Relating to health insurance coverage of telehealth; and to declare an emergency.		1/11 Introduced, first reading, (emergency), referred Human Services 1/20 committee hearing	Senate Human Services Meets M, T, W	20-Jan	2:30 PM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind
<u>SB 2183</u>	2183	Relating to accident and health insurance coverage of diabetes drugs and supplies; to amend and reenact section 26.1-36.6-03 of the North Dakota Century Code, relating to public employees self-insurance health plans; to provide for application; to provide an effective date; and to declare an emergency.		1/12 Introduced, first reading, (emergency), referred Human Services 1/19 committee hearing 2/4 reported back amended DP 4-2-0 2/5 consideration of amendments Passed 2/5 amendment adopted, re-referred to Appropriations	Senate Human Services Meets M, T, W Senate Approps	19-Jan	9:00 AM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen <u>Senate Approps</u> R Holmberg, chair K Krebsbach, vice T Wanzek B Bekkedahl K Davison D Dever R Erbele J Heckaman D Houge T Mathern D Oehlke N Poolman D Rust R Sorvaag	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind
<u>SB 2209</u>	2209	Relating to increased access to low-cost prescription drugs; to amend section 43-15.3-12 of the North Dakota Century Code, relating to drug wholesaler fees; to provide for a report; to provide a continuing appropriation; to provide for a transfer; and to provide a contingent effective date.		1/14 Introduced, first reading, referred Human Services Committee 1/27 committee hearing 2/8 committee hearing	Senate Human Services Meets M, T, W	1/27 2/8	10:00 AM 11:00 AM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit G Westlind

<u>SB 2212</u>	2212	Relating to increased access to low-cost prescription drugs; to provide for a report; and to provide a contingent effective date.	1/14 Introduced, first reading, referred Human Services Committee 1/27 committee hearing 2/8 committee work	Senate Human Services Meets M, T, W	1/27 2/8	9:30 AM 11:00 AM	Sakawea	<u>Senate Human Serv</u> J Lee, chair K Roers, vice H Anderson D Clemens K Hogan O Larsen	<u>House Human Serv</u> R Weisz, chair K Rohr, vice M Beltz C Damschen B Devlin G Dobervich C Gegler D Kiefert T Porter M Ruby M Schneider K Skroch B Tveit C Westlund
<u>SB 2222</u>	2222	A BILL for an Act to create and enact chapter 26.1-36.8 of the North Dakota Century Code, relating to requirements of health insurance policies; to amend and reenact section 50 24.1 37 of the North Dakota Century Code, relating to continuation of Medicaid Expansion; to repeal sections 40 and 41 of chapter 11 of the 2017 Session Laws, relating to repeal of the Medicaid Expansion program; to provide for application; and to provide a contingent effective date.	1/18 1st reading, referred to IB&L 1/26 committee hearing 1/27 reported back, DNP 5-1-0 1/28 2nd reading - laid over on legislative day 1/29 Division of Bill 1/29 Division A lost 1/29 Division B lost 1/29 2nd reading FAILED 7-39	Senate IB&L Meets M, T, W	26-Jan	10:15 AM	Peace Garden	Senate IB&L J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa	
<u>SB 2291</u>	2291	Relating to social investments made by the state investment board and the boycott of energy or commodities companies; to provide for a department of commerce study of the implications of complete divestment of companies that boycott energy or commodities; and to provide for reports to legislative management.	1/25 1st reading, referred to Energy & Natural Resources 2/4 committee hearing	Energy & Natural Resources Meets Th, F	4-Feb	9:30 AM	Peace Garden	<u>Senate</u> C Kreun, chair J Roers, vice J Bell D Pattern M Piepkorn D Schaible	<u>House</u> T Porter, chair C Damschen, vice D Anderson G Bosch B Devlin R Guggisberg P Heinert Z Ista G Keiser M Lefor A Marschall S Roers Jones M Ruby D Zubke

2300	A BILL for an Act to create and enact a new section to chapter 54 06 of the North Dakota Century Code, relating to determination of full time employment of the state.	1/25 1st referred Industry, Business and Labor Committee 2/2 committee hearing	Senate IB&L Meets M, T, W	2-Feb	10:30 AM	Fort Union	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer
2341	Relating to access to public employees retirement system uniform group insurance data	1/25 first reading, referred Industry, Business and Labor Committee 2/8 committee hearing	Senate IB&L Meets M, T, W	10-Feb	8:30 AM	Fort Union	<u>Senate IB&L</u> J Klein, chair D Larson, vice R Burckhard C Kreun R Marcellais S Vedaa	<u>House IB&L</u> M Lefor, chair G Keiser, vice M Adams P Anderson J Hagert J Kasper S Louser D Nehring E O'Brien M Ostlie D Ruby A Schauer G Stemen P Thomas



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Memorandum

TO: NDPERS Board

FROM: Scott

DATE: February 9, 2021

SUBJECT: Office Update

The lease between NDPERS and WSI has been signed by all parties. The term of the lease is for a period of 24 months commencing on July 1, 2021. The current office lease at 400 East Broadway Avenue expires on June 30th; notice of non-renewal has been made to the property manager. NDPERS intends to extend the lease at the present location on a month-to-month basis to allow time for required modifications to be completed at the WSI building. This will result in paying rent in both places for the month of July, and possibly August.

Plans for the move to the new location are progressing nicely. Jan has been working with the Department of Commerce regarding office furnishing we may have opportunity to acquire, and with vendors to do the work of modifying the smaller conference room to divide it into individual counseling offices. Key-fob doors will be installed in two locations to secure NDPERS space from unleased space, and a third secured door to separate the back-office space from the reception/public area.

Staff working from home will be assigned a block of time to come into the office to collect personal items and sort through paper work in their office, surrender parking permits and building keys, and to pick up new laptops. To minimize work disruption, the scheduled times will be staggered. This is tasked for completion in Quarter 1.

Last month it was mentioned that we are recruiting a temp position to assist Jan with the relocation project, with the intent for the temp to transition into the front desk position when we re-open the office to the public. A verbal offer has been made to a candidate.

We will continue to provide progress reports based on the level of interest of Board Members. This update is informational only.



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Memorandum

TO: NDPERS Board

FROM: Scott

DATE: February 9, 2021

SUBJECT: Executive Director Evaluation Survey

For my evaluation last year, I proposed to the Board that we survey staff regarding their view of my performance for the previous year for the Board's use in its evaluation of my performance. If you recall, the prior year Kim Wassim talked with Sharon before she retired to gain insight into my performance, which was helpful. The Board thought a survey might also be helpful, and approved the staff survey last year. The Board had that information as it performed my annual evaluation last year.

We also had staff complete a survey to evaluate their individual managers late last summer. I'd say the benefit of doing so was mixed. Some staff did not complete the survey, some did so and provided valuable feedback, and some did so and did not. The result was not something that convinced me that we would do it again, but I will have that discussion with my managers this summer.

In any event, with my evaluation coming up shortly, I wanted to get the Board's direction regarding whether we should have another staff survey of my performance.

Board Action: Approve or decline another staff survey.

VI. MEMBER *Executive Session

**Material for the Executive Session
will be sent under separate cover**