

NDPERS BOARD MEETING

Agenda

Bismarck Location:
ND Association of Counties
1661 Capitol Way
Fargo Location:
BCBS, 4510 13th Ave SW

October 20, 2011

Time: 8:30 AM

I. MINUTES

- A. September 22, 2011

II. GROUP INSURANCE

- A. HDHP/HSA Update – Sparb (Board Action)
- B. Memorandums of Understanding with BCBS – Sparb (Board Action)
- C. MediQHome Program – BCBS (Information)

III. RETIREMENT

- A. Job Service COLA – Kathy (Board Action)
- B. PERS Retirement Update – Sparb (Information)

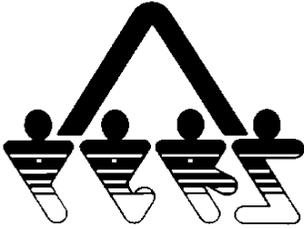
IV. DEFERRED COMPENSATION/DEFINED CONTRIBUTION

- A. Transition Update – Sparb (Information)
- B. Financial Hardship Case #51 – Kathy (Board Action)

V. MISCELLANEOUS

- A. SIB Agenda

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



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

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

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Memorandum

TO: PERS Board
FROM: Sparb
DATE: October 12, 2011
SUBJECT: HSA Update

The beginning of October started our process of rolling out the HDHP/HSA to our active state employee group. A mailing was sent to all state employees introducing the new program, meetings have started around the state, weekly web casts have started and a web video has been posted to our website for viewing at any time.

We have one last contract to finalize for the HSA arrangement and it is attached. Previously, you have approved the contract changes for the HDHP portion of the program; the attached is for the health savings account. The agreement has been reviewed by staff and Jan.

Staff Recommendation

Approve the attached agreement for the HSA

Board Action Requested

To approve the attached agreement

Health Savings Account Administrative Services Agreement

This Health Savings Account Administrative Services Agreement ("Agreement") is entered into by **North Dakota Public Employees Retirement System** ("Employer") and Blue Cross Blue Shield of North Dakota ("BCBSND") as of **January 1, 2012** ("Effective Date").

WHEREAS, Employer desires to establish Health Savings Accounts ("HSAs") for or on behalf of its members ("Employees").

WHEREAS, BCBSND has a contractual relationship with Discovery Benefits, Inc. ("DBI") whereby DBI performs administrative services related to the establishment and maintenance of HSAs using Healthcare Bank as the HSA custodian.

WHEREAS, BCBSND, in conjunction with services available from DBI, will perform certain recordkeeping and nondiscretionary administrative services, and will facilitate contributions made by or on behalf of Employees to HSAs. Healthcare Bank will serve as custodian of these accounts.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the parties agree as follows:

1. Scope and Purpose

This Agreement is limited in scope and purpose to establishing the terms and conditions for the transfer of payroll deductions and Employer contributions (if applicable) to HSAs of Employees. As described in Exhibit A, this Agreement also provides for the payment of HSA fees by Employer on behalf of Employees. Nothing in this Agreement shall modify or amend the terms of any HSA trust agreement entered into between Healthcare Bank and Employees. Employer acknowledges and agrees that each Employee, and not BCBSND and/or DBI, will be responsible for (i) determining that he or she is eligible to maintain an HSA and make contributions under applicable tax laws; (ii) ensuring that all distributions he or she makes are permitted under said laws; (iii) the tax consequences of any contributions (including rollover contributions) and distributions; (iv) paying any fees applicable to the HSA; and (v) complying with all requirements and terms and conditions in connection with the HSA imposed or established by BCBSND, DBI or Healthcare Bank.

2. Opening of Accounts

In accordance with procedures to be agreed upon by the parties, Employer will (i) advise Employees who wish to participate in Employer's HSA program that they will be required to complete and send to DBI a signed application form or otherwise enroll for an HSA account through alternate electronic procedures established by DBI, (ii) provide each such Employee with any applicable notices, forms and disclosures provided by DBI; and (iii) send to DBI at such time and in such format as DBI requires information with respect to the Employees who are participating in the Employer's HSA program. Employer represents and warrants to BCBSND that information it provides to BCBSND and/or DBI under this Agreement will be true and complete, and that it will not request BCBSND and/or DBI to open an HSA account for any Employee who has not indicated an intent to open such account. Neither BCBSND nor DBI shall be responsible for the accuracy of such information or for its HSA account opening or maintenance activities based on information received from the Employer. BCBSND reserves all rights to decline to open or activate any HSA account or to close any HSA account insofar as its practices and procedures have not been properly observed by the Employer or the Employee.

3. Funding of Accounts

On a schedule and in the form to be agreed upon by the parties, Employer shall remit to DBI the funds to be deposited into the HSA account of each Employee, and shall provide accompanying data which accurately indicates each HSA account and the dollar amount to be credited to each such HSA account. Neither BCBSND nor DBI shall be responsible for any funds not received by DBI, or for any data errors provided by Employer. As soon as administratively practicable, Healthcare Bank will sweep the Employer's contributions into the HSA accounts of the Employees. As applicable, Employer contributions shall be allocated first, to pay applicable administrative and account maintenance fees attributable to HSA accounts of the Employees, and next, directly to the HSA accounts of the Employees. Once deposited, funds may be withdrawn or transferred from an HSA account solely upon the instructions of the respective Employee. In no event shall BCBSND and/or DBI be obligated to return any HSA account funds to Employer.

4. Account Maintenance

In order to administer and maintain the HSA accounts, from time-to-time in accordance with procedures to be agreed upon, Employer will submit to DBI certain information concerning the status of Employees and HSA contributions and DBI may provide certain information about the HSA accounts to Employer and BCBSND. Employer acknowledges that BCBSND and DBI may rely upon all information provided by Employer in maintaining and administering the HSA accounts. Employer shall be responsible for all costs and expenses incurred by BCBSND and/or DBI for error correction or other activities undertaken by BCBSND and/or DBI at Employer's request or as a result of erroneous information provided by Employer to BCBSND and/or DBI. If requested, Employer will certify to BCBSND the personnel authorized by Employer to receive and furnish information under this Agreement.

5. Account Closures

BCBSND and/or DBI will close an HSA account only upon the instructions of the respective Employee. Notwithstanding anything to the contrary herein, at its discretion, BCBSND and/or DBI may refuse to open, or may close any previously established HSA account, as to which the Employee is unable or unwilling to sign DBI forms or otherwise agree to the terms and conditions related to such HSA account, or otherwise violates any terms thereof. Employer acknowledges that upon any such closure, funds in the HSA account will be returned to the Employee, or forwarded to another financial institution upon instructions of the Employee.

Health Savings Account Administrative Services Agreement

Employer further acknowledges that such closure may result in tax consequences for which the Employee shall solely be responsible.

6. Fees Paid by Employer

As set forth in Exhibit A, Employer shall be responsible for the payment of fees to DBI (outside of the HSA accounts) within sixty (60) days following the Employer's receipt of the statement of Service Fees. BCBSND shall, as directed and authorized by Employer, remit payment on behalf of Employer to DBI from Employer's cash reserve account maintained by BCBSND. Interest may be charged on the amount of all past due fees at the rate of 1 1/2% per month, or, if lower, the maximum allowable rate under applicable law. If Employer fails to pay fees within ninety (90) days following the Employer's receipt of the statement of Service Fees, and upon written request of DBI to Healthcare Bank, fees (including interest on past due fees) may be deducted directly from the HSA accounts to which they relate; provided, no amount may be deducted from an HSA account to cover unpaid fees from other HSA accounts.

7. Employee Data

Employer represents that all Employees for whom data is provided by the Employer have been positively identified through either (1) Internal Revenue Service I-9 forms completed by Employees if hired after November 6, 1986, or (2) for Employees hired before that date, review by Employer of the Employees' driver's licenses or other government-issued identifying documentation evidencing nationality or residence and bearing a photograph or similar safeguard. The Employer also represents that the Employees have certified their authorization to work in the United States and have furnished their social security or other taxpayer identification numbers which the Employer will provide to DBI for the purposes of establishing HSAs.

8. Employer Requirements

Employer represents and warrants that it does not (1) limit the ability of eligible individuals to move their funds to another HSA account beyond restrictions imposed by the Internal Revenue Code of 1986, as amended (the "Code"); (ii) impose conditions on uses of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA account; (iv) represent that HSAs are an employee welfare benefit plan established or maintained by Employer; or (v) receive any payment or compensation from BCBSND and/or DBI in connection with an HSA.

9. Activities Outside the Scope of BCBSND, DBI and Healthcare Bank Responsibility

BCBSND, DBI and Healthcare Bank shall not assume any responsibility or authority under this Agreement for (1) the design, funding or operation of any Employer-sponsored health and welfare benefit plan or for compliance of any such plan with ERISA, including any aspect of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); (2) duties incumbent upon a "plan sponsor" or "covered entity" under the HIPAA privacy and security rules; (3) funding of claims for benefits under any HSA or employee benefit plan or the payment of fees to third parties providing services or products to Employer or its Employees; or (4) insuring or underwriting any liability to provide benefits under any employee benefit plan.

10. Term of Agreement.

a. Duration.

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of eighteen months (the "Initial Term").

b. Termination Without Cause

This Agreement may be terminated by either the Employer or BCBSND without cause, by written notice of intention to terminate given to the other party, to be effective as of a date certain set forth in the written notice, which shall not be less than sixty (60) days from the date of such notice.

c. Automatic Termination and Termination With Cause

The Agreement shall automatically terminate:

- a. If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
- b. If any monthly administrative fee remains unpaid to DBI beyond thirty (30) days past the due date, upon notification by BCBSND and/or DBI to the Employer in writing that BCBSND intends to exercise its option to enforce this provision;
- c. 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 and term; or
- d. 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.

If either party is in default under any provision of this Agreement, the other party may give written notice to the other party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice. In addition, if termination is due to default under any provision of this Agreement by BCBSND, the termination fees applicable to the initial term will not apply.

Health Savings Account Administrative Services Agreement

e. Charges.

Employer shall pay all charges or Service Fees that have accrued up to the date of the termination within thirty (30) days after the date of the termination.

11. Confidentiality

BCBSND shall not use or disclose any information it receives from Employer under this Agreement that Employer 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 Employer. Employer shall not disclose any information it receives from BCBSND and/or DBI that BCBSND and/or DBI has previously identified as confidential and that the Employer determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law. The duty of Employer and BCBSND to maintain confidentiality of information under this section continues beyond the term of this Agreement.

BCBSND understands that, except for disclosures prohibited in this Agreement or permitted exemptions under the North Dakota open records law, Employer must disclose to the public upon request any records it receives from BCBSND. BCBSND further understands that any records that are obtained or generated by BCBSND 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 open records law. BCBSND agrees to contact Employer immediately upon receiving a request for information under the open records law and to comply with Employer's instructions on how to respond to the request. In the event that the Employer is requested or required to disclose any confidential information subject to this Agreement pursuant to a judicial, regulatory or other governmental proceeding or act, the Employer will provide BCBSND with prompt written notice of any such requirement so that BCBSND may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

12. Reliance by BCBSND

Employer has authorized and instructed BCBSND in this Agreement to implement its and DBI's standard administrative procedures to provide services in accordance with this Agreement. BCBSND and DBI shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting obligations under this Agreement. Employer and BCBSND agree that if Employer provides BCBSND and/or DBI with specific written instructions (in a form acceptable to BCBSND and/or DBI) to provide services in a manner other than in accordance with BCBSND's and/or DBI's standard procedures, BCBSND and/or DBI may (but need not) comply with Employer's written instructions, provided that, to the extent that BCBSND and/or DBI complies with such instructions, Employer and not BCBSND and/or DBI shall be solely responsible for BCBSND's and/or DBI's actions so taken.

13. Responsibility of the Parties and Indemnification

Employer and BCBSND each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this Agreement. BCBSND shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Professional errors and omissions with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.
- 3) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 4) Workers compensation coverage meeting all statutory requirements.

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 BCBSND. The amount of any deductible or self retention is subject to approval by Employer, upon request.
- 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 Employer. The policies shall be in form and terms approved by Employer, upon request.
- 3) BCBSND shall furnish a certificate of insurance to the undersigned Employer representative, upon request.
- 4) Failure to provide insurance as required in this Agreement is a material breach of contract entitling Employer to terminate this Agreement immediately.

BCBSND shall not cancel or modify the insurance coverage required by this Agreement without thirty (30) days' prior written notice to the undersigned Employer representative.

Health Savings Account Administrative Services Agreement

14. Red Flag Rule Compliance.

To the extent applicable, BCBSND and/or DBI shall comply with the Red Flag Rules with respect to the Covered Services. For purposes of this provision, (a) "Red Flag Rules" mean the regulations adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention and mitigation of identity theft, and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended, and (b) "Covered Services" mean the services provided by BCBSND and/or DBI (if any) with respect to the Plan, as designated in Exhibit B, that allow Plan participants to pay for eligible expenses under the Plan with a debit or other stored-value card, and any other services provided by BCBSND and/or DBI under this Agreement that are covered by the Red Flag Rules, as determined by BCBSND and/or DBI in their discretion, provided that any services to HSAs shall not be Covered Services.

As a part of the Red Flag Rule compliance, BCBSND and/or DBI shall adopt, maintain and use appropriate and commercially reasonable rules, procedures and safeguards to detect and identify red flags and to prevent and mitigate identity theft, as required by the Red Flag Rules. Such rules, procedures and safeguards shall be set forth in a written program that complies with the Red Flag Rules (the "Red Flag Program"). BCBSND shall, upon request, make available to Employer a copy of the Red Flag Program. The parties agree that if a Breach of Unsecured PHI (as defined in the Business Associate Agreement between the parties) and a violation of the Red Flag Rules occur with respect to the same incident, both the Red Flag Rules and the Business Associate Agreement provisions shall apply, except that the notice requirements of the Business Associate Agreement shall satisfy any notice obligations of this section. This section shall be effective January 1, 2011 or such later date on which the FTC shall begin enforcement of the provisions of the Red Flag Rules applicable to the Covered Services; provided, however, this section shall be null and void to the extent action is taken by Congress or a federal agency to exempt the Covered Services (or third party administrators that provide Covered Services) from the Red Flag Rules.

15. Limitation of Remedies

[This Section 15 has been intentionally omitted from this Agreement.]

16. General

- (a) This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing signed by both parties. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. Neither party shall be deemed to have waived any of its rights, powers or remedies hereunder unless such waiver is approved in writing by the other party.
- (b) The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by Employer its obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and BCBSND shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. The parties compliance with this provision is voluntary and in no event is this provision in any way intended to limit either party's ability to have any disputes resolved by a court.
- (c) From time-to-time and in compliance with applicable federal and state laws, BCBSND and/or DBI may monitor and/or record calls which are made to and from the customer service line for quality assurance and training purposes, and/or to ensure that BCBSND's and/or DBI's services fully comply with the terms of this Agreement.
- (d) This Agreement may not be assigned by either party, in whole or in part, without the prior written consent of the other which consent shall not be unreasonably withheld; provided, however, that any legal successor in interest to either party shall continue to be bound by this Agreement until modified or terminated in accordance herewith.
- (e) Neither BCBSND nor Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement to the extent that such failure or delay results from any act of God; military operation; terrorist attack; national emergency or government restrictions.
- (f) The individuals executing this Agreement on behalf of BCBSND and Employer do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
- (g) Neither Employer nor BCBSND will restrict the ability of HSA owners to move funds to another HSA beyond those restrictions imposed by the Code.

Health Savings Account Administrative Services Agreement

- (h) This Agreement shall be governed and interpreted by the laws of the State of North Dakota. In the event of any conflict of laws, the laws of the State of North Dakota shall prevail.
- (i) By executing this Agreement, the parties agree to extend the term of any ACH Agreement associated herewith to be coterminous with the term of this Agreement and to have such agreement be covered by the terms and provisions hereof.
- (j) The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venturer or any association for profit between Employer and BCBSND.
- (k) All notices or other communications required under this Agreement must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following address: BCBSND: 4510 13th Avenue S, Fargo, ND 58121 or at such other address as it has specified to the Employer. Employer: PO Box 1657, Bismarck, ND 58502 or such other address as it has specified to BCBSND. 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.
- (l) Sections 7, 11, 12, 13 and 14 and this subsection shall survive the expiration or termination of this Agreement.

Authorization

This Agreement, including any attachments or other exhibits, is accepted and agreed to by the parties as of the Effective Date of this Agreement.

Signed for Employer by:

Signed for BCBSND by:

By _____

By _____

Title _____

Title President & CEO

Health Savings Account Administrative Services Agreement

Exhibit A HSA Service Fees/Charges

Payment shall be due sixty (60) days following the Employer's receipt of the statement of Service Fees. Interest may be charged on the amount of all past due fees at the rate of 1 1/2% per month, or, if lower, the maximum allowable rate under applicable law. BCBSND will have the right to adjust its Service Fees upon thirty (30) days advance written notice to Employer.

BCBSND may charge Employer reasonable fees for the reproduction or return of records or reports requested by Employer or governmental agencies if the governmental agency has made the request on behalf of the Employer or for reasonable fees charged by other parties for information reasonably required by BCBSND and/or DBI to perform services under this Agreement.

Employer Service Fees

Monthly Administrative Fee (includes debit card)	\$1.50 per HSA Accountholder
Employee Enrollment Meetings	\$350 per day plus travel expenses
Direct Deposit	Included
Online Distribution Request	Included
Emailed Quarterly Account Summary	Included
Rate Guarantee	Three Year
Postage and Handling	Charges Apply

Participant Charges

Additional Debit Cards for Spouse/Dependents	No additional charge
Replacement of Lost/Stolen Debit Card	\$10 per card deducted from HSA balance
Paper checks and statements	\$1.50/ charged to the participant's account
Custodial Management Fee	25 basis points

The Custodial Management Fee is calculated quarterly and offset by the 12b1 and STA fund credits annually. If at the end of the year the 12b1 and STA fund credits exceed the participant fee the remaining credits will be allocated to the participant.

BCBSND and DBI will not charge set up fees, renewal fees, or implementation fees.

Fees are quoted net of commission.

Health Savings Account Administrative Services Agreement

Exhibit B Summary of Features

Feature	Cash Account (1)	Interest Bearing Account (2)	Investment Account (3)
Minimum deposit to open HSA account	No Minimum	No Minimum	No Minimum
Minimum Threshold	\$1,500 cash account minimum balance.	\$1,500 cash account minimum balance.	\$1,500 cash account minimum balance.
Automated Sweep	Amounts over minimum threshold automatically sweep into the interest bearing account starting at \$100 above the threshold.	Amounts over minimum threshold automatically sweep into the interest bearing account starting at \$100 above the threshold.	Funds will automatically sweep back to the cash account if the balance is insufficient in the interest bearing account to cover the minimum threshold or to cover requested withdrawals.
Interest Rate	Variable Rate	Variable Money Market Rate	Based on Mutual Fund Selected
Interest Payable	None	Accrued Daily, Paid Monthly	Based on Mutual Fund Selected
Brokerage Fees	None	None	Yes
Transaction Fees	None	None	None
On-Line Enrollment	Yes	Yes	Yes
On-line Account Access	Yes	Yes	Yes
On-line Mutual Fund Purchases and Redemptions	Yes	Yes	Yes
Daily Mutual Fund Trade Processing	Not Applicable	Not Applicable	Yes
On-line Distribution Requests	Yes	Yes	Yes
Quarterly Emailed Account Summary	Yes	Yes	Yes
Daily Processing of Distribution Requests	Yes	Yes	Yes
Debit Card	Yes	No	No
HSA to HSA Transfer	Yes	Yes	Yes
HSA Fund Rollover	Yes	Yes	Yes
One Time IRA to HSA Transfer	Yes	Yes	Yes
One Time FSA/HRA to HSA Rollover	Yes	Yes	Yes
Mistaken/Excess Contribution or Distribution	Yes	Yes	Yes
Ad Hoc Contributions - outside employee payroll deductions	Yes	Yes	Yes
Employer Contributions (lump sum or per pay period)	Yes	Yes	Yes



**North Dakota
Public Employees Retirement System**
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1-800-803-7377

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

Memorandum

TO: PERS Board
FROM: Sparb
DATE: October 12, 2011
SUBJECT: Memorandums of Understanding

Attached are three memorandums of understanding (MOU's). These MOU's are intended to document three additional tasks we have asked BCBS to assist us with as part of the health plan. These three tasks are:

1. The Wellness Program
2. The Tobacco Cessation Program
3. The Rx Disease Management Program

During the last biennium we approved similar MOU's. Attached are MOU's for this biennium and essentially the same as last biennium since these programs did not change.

Staff Recommendation

Approve the attached MOU's

Board Action Requested

To approve the attached MOU's

NDPERS WELLNESS BENEFIT PROGRAM AGREEMENT

THIS NDPERS WELLNESS BENEFIT PROGRAM AGREEMENT (Wellness Agreement), is entered into this 1st day of July, 2011, by and between the North Dakota Public Employees Retirement System (NDPERS), a public agency created under North Dakota state law, and Blue Cross Blue Shield of North Dakota (BCBSND), a North Dakota nonprofit mutual insurance company, located at 4510 13th Avenue South, Fargo, North Dakota.

RECITATIONS:

WHEREAS, the state of North Dakota, acting through NDPERS, and BCBSND, in an effort to create healthier lifestyles for NDPERS Members (as defined by the Administrative Services Agreement between the parties) (ASA Agreement) and to help contain health care costs, desire to promote, support and sponsor health and wellness initiatives; and

WHEREAS, pursuant to this Wellness Agreement, NDPERS and BCBSND have agreed to establish a Wellness Benefit Program related to health and wellness promotion for NDPERS Members subject to this Wellness Agreement; and

WHEREAS, the Wellness Benefit Program created through this Wellness Agreement between BCBSND and NDPERS anticipates there will be costs and fees associated with supporting such health and wellness programs provided to NDPERS Members and to be administered through this agreement with BCBSND.

NOW, WHEREFORE, in recognition of the mutual promises herein contained and for other good and valuable consideration hereby acknowledged by the parties hereto, NDPERS and BCBSND agree to the following.

I. TERM.

The Wellness Benefit Program shall be effective from July 1, 2011 through June 30, 2013.

II. FUNDING.

The parties acknowledge, understand and agree that funding for the benefits and services extended through this Wellness Agreement shall be taken from the NDPERS cash reserve account maintained by BCBSND.

NDPERS agrees to pay costs associated with the benefits and services extended under this Wellness Agreement to BCBSND.

The parties acknowledge, understand and agree that the fees and charges provisions of the ASA Agreement currently existing between the parties, including fees set forth for various wellness programs as approved and funded, are subject to specific funding provisions as set forth between the parties and as available, and are not subject to the final accounting provisions contained in the Administrative Services Agreement.

IV. OTHER TERMS AND CONDITIONS.

Applications for approval of benefits and services under the Wellness Benefit Program shall be submitted to the Bismarck NDPERS office to the attention of the Wellness Benefit Program Manager by each agency interested in establishing such a program.

A Wellness Committee shall be established to review any such applications submitted. The Wellness Committee shall be comprised of: two (2) NDPERS staff members, and one (1) BCBSND staff member. Upon appointment, the Wellness Committee shall establish criteria to ensure a uniform basis upon which it may grant or deny each agency application. Wellness benefits or healthy lifestyle programs, such as smoking cessation, nutrition, exercise, stress management, weight control, wellness education and the number of people affected by each program will be taken into consideration and shall be part of the criteria established by the Wellness Committee.

The applying agency will be notified by the Wellness Committee within thirty (30) days of application of the approval or denial of the proposed program.

Funds may either be distributed directly to the applying agency or, preferably, paid directly to the vendor providing said service or facilitating said Wellness Benefit Program.

All funds distributed shall be for Wellness Benefit Programs completed within the current 2011-2013 biennium budget.

Funds are available for agency group activities only and will not be available to specific individuals or to fund specific individual memberships in diet programs or health, athletic or fitness clubs.

Applying agencies that receive funds for a Wellness Benefit Program are required to submit to the Wellness Committee an evaluation of the sponsored program after its completion. The Wellness Committee will communicate an outline of the program funded and an evaluation of said program to all state agencies and encourage participation in those programs showing positive results in wellness and healthy lifestyle habits.

V. GENERAL PROVISIONS.

The following general conditions, covenants and obligations apply equally to both NDPERS and BCBSND under the terms of this Wellness Agreement.

Time is of the Essence. Time is of the essence of each provision of this entire Wellness Agreement and all of its terms and conditions.

Notice. Any notice required or permitted under the terms of this Wellness Agreement shall, in all cases, be construed under the notice provision in the ASA Agreement.

Assignment. No party may assign this Wellness Agreement, or any of the obligations or duties mandated under the terms of this Wellness Agreement, without the prior written consent of the other parties hereto.

Waiver. No delay or omission by any party to exercise any right or power under the terms of this Wellness Agreement shall preclude the exercise of such right or power in subsequent instances or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants to be

performed by any other party shall not be construed to be a waiver of any covenant herein contained, and the waiver of any breach of covenant shall not be construed to be a waiver of any succeeding breach thereof.

Modification. Any modification of this Wellness Agreement or additional obligations assumed by any party in connection with this Wellness Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party hereto.

Counterparts. This Wellness Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Recitals and Paragraph Headings. The recitals to this Wellness Agreement are deemed to be an expression of the intent of the parties hereto, and to the extent the recitals create any duties for or obligations on the parties to this Wellness Agreement, such recitals are deemed to be a part of the Wellness Agreement. The titles to the paragraphs of this Wellness Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of this Wellness Agreement.

Binding Effect. This Wellness Agreement is binding on the parties hereto, and to their successors and assigns, including any parent or subsidiary corporation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Wellness Agreement as of the date first written above.

NORTH DAKOTA PUBLIC EMPLOYEES
RETIREMENT SYSTEM (NDPERS)
PO Box 1657
Bismarck, ND 55416

BLUE CROSS BLUE SHIELD OF NORTH
DAKOTA (BCBSND)
4510 13th Avenue South
Fargo, ND 58121-0001

Name Date

Paul von Ebers Date
President and CEO

Title

TOBACCO CESSATION PROGRAM AGREEMENT

THIS TOBACCO CESSATION PROGRAM AGREEMENT (TCP Agreement), is entered into this 1st day of July, 2011, by and between the North Dakota Public Employees Retirement System (NDPERS), a public agency created under North Dakota state law, and Blue Cross Blue Shield of North Dakota (BCBSND), a North Dakota nonprofit mutual insurance company, located at 4510 13th Avenue South, Fargo, North Dakota.

RECITATIONS:

WHEREAS, the state of North Dakota, acting through the Department of Health, has received an appropriation from the state legislature in the amount of \$100,000 for the purpose of funding employee tobacco education and cessation programs for state employees; and

WHEREAS, as it relates to this appropriation, the Department of Health has determined that NDPERS is to sponsor this tobacco cessation program based on its responsibilities related to the management of the group health plan and the program objectives for monitoring and containing health care; and

WHEREAS, because BCBSND is contracted with NDPERS to provide health care benefits to NDPERS Members (as defined by the Administrative Services Agreement between NDPERS and BCBSND) (ASA Agreement), NDPERS has determined that BCBSND is to act as the administrator of the tobacco cessation program.

NOW, WHEREFORE, in recognition of the mutual promises herein contained and for other good and valuable consideration hereby acknowledged by the parties hereto, NDPERS and BCBSND agree to the following.

I. RECOGNIZING THE TOBACCO CESSATION PROGRAM.

BCBSND acknowledges and agrees that it has reviewed the tobacco cessation program grant documents and that the program as outlined in the grant documents provides services consistent with the wellness initiative reflected in the Administrative Services Agreement between BCBSND and NDPERS.

II. TERM.

This TCP Agreement shall begin on July 1, 2011, and shall extend to June 30, 2013.

III. SCOPE OF PROGRAM.

The tobacco cessation program as outlined in this TCP Agreement shall be made available to state employees and their eligible family members that are at least 18 years of age. An estimate of the total number of eligible employees and family members and those anticipated will participate are outlined in the grant documents.

IV. BENEFITS AVAILABLE.

Tobacco Cessation Benefits pursuant to this TCP Agreement are as follows:

- \$200.00 per Member/per Benefit Period for Department of Health approved counseling services if the provider charges for these services.
- \$500.00 per Member/per Benefit Period for office visit, prescription drugs and over-the-counter drugs prescribed for tobacco cessation.
- \$700.00 is the total amount of expenses available per Member/per Benefit Period under the program.

Each participant is eligible to participate in the tobacco cessation program for a maximum benefit of \$700.00 for each 6-month period under the term of this TCP Agreement.

All funds shall be billed by and paid directly to BCBSND. NDPERS will not charge any fees to the tobacco cessation program nor will it administer any funds for the program.

BCBSND shall reimburse providers monthly based on the paper billings submitted by those providers. BCBSND will then submit the total claims received for reimbursement to the Department of Health on a monthly basis. The final invoice for services shall be submitted to the Department of Health no later than July 15, 2013. Funds shall be allocated on a first come first serve basis until all available funds are exhausted. Reimbursement shall be made to BCBSND on a monthly basis based on actual costs accrued by local providers for services provided to eligible state employees and family members plus the administrative fee paid to BCBSND up to a total maximum amount of \$100,000.00.

A Member is eligible to participate in the tobacco cessation program during each of four separate benefit periods as follows:

07/01/2011 through 12/31/2011
01/01/2012 through 06/30/2012
07/01/2012 through 12/31/2012
01/01/2013 through 06/30/2013

The tobacco cessation program shall provide a combination of counseling to include initial assessment, physician office visit, nicotine replacement therapy, and prescription medication, if indicated, and follow-up support counseling as necessary by individual, group or telephone.

Re-treatment shall be made available within 6 months and will be the responsibility of the counseling program with reimbursement available on the same basis as during any initial treatment phase.

V. FEES.

As a result of the responsibilities assigned to BCBSND under the terms of the grant documents and this TCP Agreement, BCBSND shall be paid an administrative fee for administering the tobacco cessation program that shall be equal to ten percent (10%) of claims paid to providers to pay costs incurred by BCBSND as program administrator and granting entity. For example, if total claims submitted by the providers are \$60,000.00, BCBSND will add a 10% administration fee for a total of \$6,000.00.

VI. REPORTING.

BCBSND agrees to provide the following reports:

- Track each patient receiving therapy and level of therapy based on claims data.
- Report every six months to the NDPERS and Department of Health program results and participation rates.
- Work with an independent outside evaluator to evaluate program. Any administrative costs associated with collaborating with the outside consultant in evaluating the program would be borne by the program.

VII. OTHER TERMS AND CONDITIONS.

The parties to this TCP Agreement acknowledge, understand and agree that the terms of the grant award and grant documents in place between the Department of Health, NDPERS and BCBSND, including but not limited to terms that specifically relate to the administration, cancellation, termination and payment terms, are hereby incorporated into this TCP Agreement and applicable to this TCP Agreement related to the tobacco cessation program as if fully incorporated herein.

Moreover, the parties acknowledge, understand and agree that the fees and charges provisions of the Administrative Services Agreement currently existing between the parties, including fees set forth for various wellness programs as approved and funded, are subject to specific funding provisions as set forth between the parties and as available, and are not subject to the final accounting provisions contained in the Administrative Services Agreement.

VIII. GENERAL PROVISIONS.

The following general conditions, covenants and obligations apply equally to both NDPERS and BCBSND under the terms of this TCP Agreement.

Time is of the Essence. Time is of the essence of each provision of this entire TCP Agreement and all of its terms and conditions.

Notice. Any notice required or permitted under the terms of this TCP Agreement shall, in all cases, be construed under the notice provision in the ASA Agreement.

Assignment. No party may assign this TCP Agreement, or any of the obligations or duties mandated under the terms of this TCP Agreement, without the prior written consent of the other parties hereto.

Waiver. No delay or omission by any party to exercise any right or power under the terms of this TCP Agreement shall preclude the exercise of such right or power in subsequent instances or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants to be performed by any other party shall not be construed to be a waiver of any covenant herein contained, and the waiver of any breach of covenant shall not be construed to be a waiver of any succeeding breach thereof.

Modification. Any modification of this TCP Agreement or additional obligations assumed by any party in connection with this TCP Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party hereto.

Counterparts. This TCP Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Recitals and Paragraph Headings. The recitals to this TCP Agreement are deemed to be an expression of the intent of the parties hereto, and to the extent the recitals create any duties for or obligations on the parties to this TCP Agreement, such recitals are deemed to be a part of the TCP Agreement. The titles to the paragraphs of this TCP Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of this TCP Agreement.

Binding Effect. This TCP Agreement is binding on the parties hereto, and to their successors and assigns, including any parent or subsidiary corporation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this TCP Agreement as of the date first written above.

NORTH DAKOTA PUBLIC EMPLOYEES
RETIREMENT SYSTEM (NDPERS)
PO Box 1657
Bismarck, ND 55416

BLUE CROSS BLUE SHIELD OF NORTH
DAKOTA (BCBSND)
4510 13th Avenue South
Fargo, ND 58121-0001

Name Date

Paul von Ebers Date
President and CEO

Title

PHARMACY DISEASE MANAGEMENT PROGRAM AGREEMENT

THIS PHARMACY DISEASE MANAGEMENT PROGRAM AGREEMENT (PDM Agreement), is entered into this 1st day of July, 2011, by and between the North Dakota Public Employees Retirement System (NDPERS), a public agency created under North Dakota state law, and Blue Cross Blue Shield of North Dakota (BCBSND), a North Dakota nonprofit mutual insurance company, located at 4510 13th Avenue South, Fargo, North Dakota.

RECITATIONS:

WHEREAS, during the 2007 North Dakota legislative session, House Bill 1433 was passed and enacted into law. House Bill 1433 allows pharmacists and other qualified North Dakota health care providers to provide “disease state management” (DSM) to North Dakota public employees that suffer from chronic diseases and specifically have diabetes; and

WHEREAS, The North Dakota Pharmacy Service Corporation wants to offer a disease state management program of diabetes through delivery of services and support to individual North Dakota public employees (NDPERS Members) that have a chronic disease identified as diabetes (Type 1 or Type 2). To this end, the North Dakota Pharmacy Service Corporation desires to implement a program to increase access to health care, redefine how services are delivered, increase the participants’ knowledgebase regarding their disease, increase the quality of life for participants, improve overall health status and medication adherence for their participants, and reduce health care costs on multiple levels for numerous interest groups; and

WHEREAS, the North Dakota Pharmacy Service Corporation in collaboration with the North Dakota Pharmacists Association, the North Dakota Society of Health-System Pharmacists, and North Dakota State University College of Pharmacy, Nursing and Allied Sciences, proposed an acting model to extend such disease management program to NDPERS Members; and

WHEREAS, NDPERS is interested in offering the services proposed by the acting model to NDPERS Members and reimbursing the North Dakota Pharmacy Service Corporation for the costs of administering this program out of the NDPERS reserve fund currently held in trust by BCBSND; and

WHEREAS, as it relates to this acting model diabetes disease management program, NDPERS is desirous of entering into this PDM Agreement to sponsor and extend the disease management program with BCBSND to administer certain facets of the program on behalf of NDPERS, including certain reporting requirements, program promotion, and cost reconciliation for the administration of the program based on the responsibilities of BCBSND in relation to its management of the NDPERS group health plan and the program objectives for monitoring and containing health care; and

WHEREAS, because BCBSND is contracted with NDPERS to provide health care benefits to NDPERS Members (as defined by the Administrative Services Agreement between NDPERS and BCBSND) (ASA Agreement), NDPERS has determined that BCBSND is best positioned to act as its agent in the administration of the diabetes disease management program.

NOW, WHEREFORE, in recognition of the mutual promises herein contained and for other good and valuable consideration hereby acknowledged by the parties hereto, NDPERS and BCBSND agree to the following.

I. RECOGNIZING THE PHARMACY DISEASE MANAGEMENT PROGRAM.

BCBSND acknowledges and agrees that it has reviewed the diabetes disease management program established through the enactment of House Bill 1433 and that the program as outlined provides services consistent with the wellness initiative reflected in the Administrative Services Agreement between BCBSND and NDPERS. BCBSND agrees that this program was extended through the 2011 legislative session and should remain in force through the next biennium.

II. TERM.

This PDM Agreement shall begin on July 1, 2011, and shall extend to June 30, 2013.

III. SCOPE OF PROGRAM.

The duties and responsibilities of BCBSND in furtherance of the diabetes disease management program as outlined in this PDM Agreement shall be limited in nature as specifically set forth herein.

IV. FEES.

As a result of the responsibilities assigned to BCBSND under the terms of this PDM Agreement, BCBSND shall be paid a program promotion fee equal to its actual costs for its development and implementation of a plan to promote the diabetes disease management program contemplated through this PDM Agreement.

V. REPORTING. BCBSND agrees to provide the following reports:

- A. Covered Drug List. A covered drug list with established criteria related to drugs by class.
- B. NDPERS Member Eligibility List. A database to identify those NDPERS Members who appear to be eligible for the diabetes disease management program based on criteria developed and provided by NDPERS and/or its vendor, and on a monthly basis track those NDPERS Members eligible for the diabetes disease management program during the term of this PDM Agreement.
- C. Co-Pay Report. A quarterly co-pay report that NDPERS and/or its vendor can use to reconcile appropriate co-pays incurred by eligible NDPERS Members to facilitate incentive payments under the diabetes disease management program, including coinsurance for diabetic testing supplies. BCBSND agrees to work with NDPERS to develop a reporting format that can be used by NDPERS and/or its vendor in administering the diabetes disease management program.

VI. PROMOTION.

Upon request, BCBSND will provide promotional support for the diabetes disease management program services which may include but not be limited to agency notes, paycheck stuffers, e-mail notices, posters, and notices to home addresses to be distributed at periodic intervals throughout the term of this PDM Agreement. BCBSND shall be reimbursed its costs for these promotional activities and materials.

VII. PAYMENT RECONCILIATION.

Program costs such as provider payments, copay/coinsurance reimbursements and promotional charges are funded through the NDPERS cash reserve account maintained by BCBSND after authorization from NDPERS.

VIII. OTHER TERMS AND CONDITIONS.

The parties to this PDM Agreement acknowledge, understand and agree that the terms of the Administrative Services Agreement in place between NDPERS and BCBSND, including but not limited to terms that specifically relate to the administration, cancellation, termination and payment terms, are hereby incorporated into this PDM Agreement and applicable to this PDM Agreement related to the diabetes disease management program as if fully incorporated herein.

IX. GENERAL PROVISIONS.

The following general conditions, covenants and obligations apply equally to both NDPERS and BCBSND under the terms of this PDM Agreement.

Time is of the Essence. Time is of the essence of each provision of this entire PDM Agreement and all of its terms and conditions.

Notice. Any notice required or permitted under the terms of this PDM Agreement shall, in all cases, be construed under the notice provision in the ASA Agreement.

Assignment. No party may assign this PDM Agreement, or any of the obligations or duties mandated under the terms of this PDM Agreement, without the prior written consent of the other parties hereto.

Waiver. No delay or omission by any party to exercise any right or power under the terms of this PDM Agreement shall preclude the exercise of such right or power in subsequent instances or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants to be performed by any other party shall not be construed to be a waiver of any covenant herein contained, and the waiver of any breach of covenant shall not be construed to be a waiver of any succeeding breach thereof.

Modification. Any modification of this PDM Agreement or additional obligations assumed by any party in connection with this PDM Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party hereto.

Counterparts. This PDM Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Recitals and Paragraph Headings. The recitals to this PDM Agreement are deemed to be an expression of the intent of the parties hereto, and to the extent the recitals create any duties for or obligations on the parties to this PDM Agreement, such recitals are deemed to be a part of the PDM Agreement. The titles to the paragraphs of this PDM Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of this PDM Agreement.

Binding Effect. This PDM Agreement is binding on the parties hereto, and to their successors and assigns, including any parent or subsidiary corporation.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this PDM Agreement as of the date first written above.

NORTH DAKOTA PUBLIC EMPLOYEES
RETIREMENT SYSTEM (NDPERS)
PO Box 1657
Bismarck, ND 55416

BLUE CROSS BLUE SHIELD OF NORTH
DAKOTA (BCBSND)
4510 13th Avenue South
Fargo, ND 58121-0001

Name Date

Paul von Ebers Date
President and CEO

Title



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

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

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

Memorandum

TO: PERS Board
FROM: Sparb
DATE: October 12, 2011
SUBJECT: MediQHome Program

At previous Board meetings we have discussed the MediQHome Program and its importance for helping to reduce health plan costs while maintaining quality. Recently the program has drawn attention in the North Dakota media. Attached are:

1. A recent Bismarck Tribune Article relating to MidDakota Clinic and their concerns with the program (Attachment #1)
2. A recent Bismarck Tribune Editorial (Attachment #2)
3. A recent Fargo Forum Editorial (Attachment #3)
4. A recent response from BCBS (Attachment #4)

BCBS will be at the meeting to respond to the above and to answer questions.

Bismarck clinic questions Blue Cross initiative

- Story
- Discussion

Bismarck clinic questions Blue Cross initiative

By MARA VAN ELLS Bismarck Tribune BismarckTribune.com | Posted: Saturday, September 24, 2011 7:00 am | (6) Comments

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Mid Dakota Clinic of Bismarck has opted out of a Blue Cross Blue Shield initiative designed to provide more efficient care for patients with chronic diseases, saying the initiative violates privacy rules and could be seen as an illegal purchase of information.

MediQHome is a partnership between Blue Cross Blue Shield of North Dakota and medical providers across the state, designed to provide consistent care and identify gaps in care for patients with chronic diseases, Denise Kolpack, Blue Cross communications vice president, said Thursday.

"MediQHome is fully compliant with all HIPPA (health care privacy) regulations, and we are working with Mid Dakota to resolve the issue," Kolpack said.

The initiative requires participating medical providers to share patient information with MDdatacor, a third-party national database, which organizes patient information and allows doctors to access their patients' information.

More than seven of every 10 primary care clinicians representing 75 percent of the North Dakota Blues' members are participating in the MediQHome program, which began in 2009. That includes most the major medical providers in North Dakota.

Bismarck's Medcenter One health system participates in the program. St. Alexius Medical Center, which, like Mid Dakota Clinic, is a member of the PrimeCare health group, does not participate.

In theory, the program will provide better and more information and minimize redundant tests, Jeff Neuberger, chief executive at Mid Dakota Clinic said Thursday.

However, "Privacy rules don't allow us to secretly send medical records to MDdatacor at the direction of Blue Cross Blue Shield," he said.

To participate in the program, medical providers must sign a contractual agreement with Blue Cross to provide information on every patient, not just patients with chronic diseases or those with Blue Cross as their insurance provider, Neuberger said.

"The only way we can legally do this is to ask permission of all our patients to send their information to a third party, and I can't explain to patients why I need to send them to somebody who doesn't really need them," he said.

Neuberger said that once a medical provider has signed a contract with Blue Cross to participate in the program, the medical providers send records to MDdatacor on a regular basis and are paid for participating. The payment is based on the number of patients provided with chronic conditions and with Blue Cross Blue Shield insurance, he said.

"So basically, this boils it down to that they're buying medical records from you," he said.

Neuberger said that medical providers are paid additional money if they show that their patients' care has improved through the MediQHome program.

The insurance company initially told Mid Dakota that not participating in the program would cost Mid Dakota \$1.2 million per year.

"We believe that number is inflated but we haven't counted how many people have chronic medical conditions and Blue Cross Blue Shield (insurance)," he said.

Blue Cross Blue Shield announced on July 1 that participating medical providers would receive an additional 2 percent on their fee schedules. The fee schedules are the percent the physicians and other providers are reimbursed by the insurers on a fee-for-service basis.

"Everybody participating will get 2 percent more for providing each service," Neuberger said.

On Sept. 7, Neuberger said, Blue Cross Blue Shield informed him that, as of Jan. 1, 2012, clinics not participating in the program will not see any fee schedule increases. The clinics usually see a 4 or 5 percent increase each year, he said.

"This puts a lot of pressure on us to do this when we don't think this is right or legal," he said. "It has nothing to do with improved quality. The fact that they're putting more money to it now makes me believe more so that this is a purchase of medical records."

"I don't think there's been a report that patient care has been improved," he added.

Neuberger also is concerned that MDdatacor has limited its liability to \$1 million.

"The limitation of their own liability does not give us a lot of confidence on that issue," he said.

Blue Cross Blue Shield states on its online MediQHome Questions and Answers page that patient information is safe.

The system "is built with the highest security technology available and complies with the most rigid privacy rules. Information is shared solely for the purpose of making smart care decisions," it says.

A Medcenter One official said Medcenter has reviewed the Blue Cross Blue Shield program to make sure its patients are protected.

"Medcenter One's No. 1. priority is to deliver high quality care to the patients we serve while strictly adhering to

regulatory requirements including the protection of patients' health information," Medcenter One's HIPPA privacy officer Tami Flemmer said Thursday. "We understand Mid Dakota's caution regarding MediQHome, however we proactively reviewed the program to ensure that it complied to the fullest extent of the law, and most importantly, that our patients' health information is protected."

Flemmer added that if patients have concerns about how their protected health information is used, they may request a copy of Medcenter One's Notice of Privacy Practices or speak with the HIPPA privacy officer.

"St. Alexius Medical Center supports the general intent of the MediQHome program to better coordinate care for patients and to reduce the cost of care delivery," Gary P. Miller, president and CEO of St. Alexius Medical Center said in a written statement Thursday. "At this time, St. Alexius is awaiting clarification on concerns raised by our PrimeCare partners at Mid Dakota Clinic regarding patient confidentiality and the program's requirement to supply medical information to MDdatacor on all patients without a separate consent from the patient."

"Physicians are voluntarily participating in this initiative because they are committed to providing their patients with the best possible care," Blue Cross Blue Shield of North Dakota vice president David Hanekom said in a letter to the Fargo Forum published Tuesday.

"The MediQHome initiative is already demonstrating significant improvements in the quality of care provided to the citizens of North Dakota, as evidenced by the diabetes outcomes, by a decrease in number of emergency room visits and inpatient visits for the treatment of these chronic conditions, all while fully complying with state and federal regulations," he wrote.

"Our program was developed with the input from the provider community and with due diligence on the requirements of HIPAA," he added.

In an email to Paul von Ebers, president and CEO of Blue Cross Blue Shield, on Sept. 21, Neuberger wrote that Mid Dakota plans to continue negotiations with Blue Cross Blue Shield to determine whether and to what extent Mid Dakota can legally and efficiently share patient medical record information with MDdatacor.

"I am willing to provide records that they have legitimate use for," Neuberger said Thursday. "But they need to give us better assurances that privacy will be retained once we give the information to MDdatacor."

(Reach reporter Mara Van Ells at 250-8251 or mara.vanells@bismarcktribune.com.)

Privacy issues tangle up the Blues

Blue Cross Blue Shield of North Dakota must be able to convince Mid Dakota Clinic of Bismarck that sharing patient information in a chronic disease initiative does not violate patient privacy laws. Failing to do so means that Mid Dakota cannot ethically participate.

In conflict are the privacy standards set up by the federal Health Insurance Portability and Accountability Act of 1996 and the desire to control the cost of health care. Privacy versus increased health care costs.

Payments to Mid Dakota and other providers also are at issue. Blue Cross Blue Shield uses fee and rate incentives to leverage participation.

The Blues have been able to convince doctors and providers representing 75 percent of the insurer's patient members that HIPAA standards are met in the initiative. Negotiations are continuing between Mid Dakota and Blue Cross Blue Shield, which represents a majority of North Dakotans who have health insurance.

In the initiative, as described in a Blue Cross Blue Shield information chart, a doctor meets with a patient and collects information. Using secure logins, data is run through a third-party database. The system identifies "necessary care and overdue preventive screenings," which would be transmitted to the doctor who would have that information to help proscribe treatment, all in the space of that same appointment.

The rub, for Mid Dakota, is providing patient information to a third party and providing all patient information, not just Blue Cross Blue Shield patient information. Is it done, Mid Dakota asks, within the parameters of HIPAA?

In thinking about this, consider whether an individual's banking or credit card information would meet that standard. These are computer and Internet software and hardware issues. Are there enough protections in the system to ensure patient medical information remains private?

If all patients gave their consent to participate, this would be a non-issue. Unfortunately, patients opting out would skew the numbers.

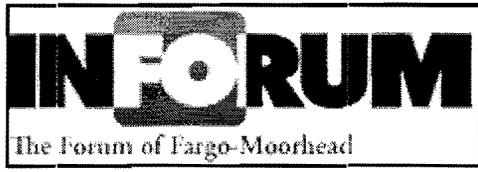
The focus by Blue Cross Blue Shield and its partners here is on chronic diseases: asthma, ADHD, chronic heart failure, coronary artery disease, diabetes and hypertension. It's concerned with prevention of breast cancer, cervical cancers and immunizations, all according to the insurer.

Blue Cross Blue shield has been working to put this program into place since 2009, and officials claim to have already seen results.

The theory behind the initiative is solid. Comparing specific and aggregate data on key health care issues, for doctors and patients in real time, makes good sense. And given the latest news of sharp increases in health care costs last year on top of long-term increases in those costs, the initiative needs to be put into place. But it needs to be done within the law.

If HIPAA prohibits it, the law needs to be changed - but not at the expense of patient privacy. Health care information need not be absolutely private, but should be at least as secure as personal credit card and banking information. It's the Blues' job to make it so.

Read more: http://bismarcktribune.com/news/opinion/editorial/privacy-issues-tangle-up-the-blues/article_edbaa9c8-eea4-11e0-a362-001cc4c002e0.html#ixzz1aTX5OICE



Published September 20 2011

Forum editorial: A threat to medical privacy?

If efficient electronic technology threatened the privacy and security of medical records, most consumers of health care services would opt for privacy and security.

That's at the heart of a simmering dispute between at least one North Dakota clinic and a partnership between a major health insurer and teams of medical providers. The focus of the concern is whether the records-sharing initiative violates a federal law that protects patient privacy. But even the suggestion that private medical records might be accessed (or sold?) without patient approval or even knowledge should worry everyone who goes to the doctor.

The clinic, Mid Dakota of Bismarck, has opted out of the initiative. Its chief executive officer said failure to contact patients whose records would be part of the sharing initiative violates the Health Information Portability and Accountability Act, often called HIPAA. Participants in the MediQHome partnership require personal health data to be shared with an Atlanta-based health quality consultant, MDdatacor. The idea is to better manage patients, especially those with chronic diseases, to improve outcomes and reduce costs.

Sounds great. But at what cost? At what risk to patient record privacy? Are "efficiencies" and "cost savings" worth the risk to privacy? And what about violation of HIPAA? The primary objection to the initiative is that it shares records with a third party without patient approval, which critics say is a HIPAA violation.

Participants in the initiative, including Blue Cross Blue Shield of North Dakota and some 75 percent of the state's primary care clinicians, seem to think the system is useful and secure. They say it complies with federal medical records privacy requirements. They say patients must sign off before records are shared via the initiative.

But if a major clinic's legal analysis has concluded the initiative violates HIPAA, questions remain. And since BCBSND is an advocate of the initiative, pressure for providers to participate – however subtle – can be assumed.

The point is that privacy – especially medical records privacy – should not be threatened by record-keeping and records-sharing technology simply because the technology is perceived to be more efficient and can reduce costs to insurers and health care providers.

The Bismarck clinic's caution is justified. Administrators there seem to be putting patient privacy ahead of some notion of cost-saving efficiency. It would be a surprise if other providers did not have similar concerns but have been reluctant to speak out for fear of irritating the state's biggest health insurer, which just happens to be among the most enthusiastic participants in the records-sharing initiative.

Forum editorials represent the opinion of Forum management and the newspaper's Editorial Board.



David Hanekom, Published September 23 2011

Privacy and quality of care are our paramount concerns

The Sept. 20 Forum editorial states that the basis of a North Dakota clinic's objections to Blue Cross Blue Shield of North Dakota's quality initiative, MediQHome, warrants further review. The editorial also questions if participation in MediQHome poses a threat to a patient's medical privacy as protected by the Health Information Portability and Accountability Act.

We need to be perfectly clear: The MediQHome quality program is HIPAA compliant and focused on making sure North Dakotans receive the best care possible.

We welcome any review of the program's compliance with the most stringent patient privacy law ever passed at the federal level, as well as the intentions of BCBSND, and all the providers participating in this innovative program. MediQHome is specifically designed to improve care delivered to patients with chronic diseases and improve the immunization rates and cancer screening rates of the citizens of North Dakota.

The platform used to help achieve that goal is a care coordination and decision support tool. This tool allows practitioners to keep track of a patient's health information and coordinate care with other providers. It also allows them to apply nationally recognized evidence-based standards in the treatment of their patients – all their patients, not just BCBSND members – and use their own clinical data to identify care opportunities that help ensure everyone gets the right care at the right time.

Physicians are voluntarily participating in this initiative because they are committed to providing their patients with the best possible care.

What is at the heart of a North Dakota clinic's allegations is the use of a third-party technology vendor. Patient privacy is fully protected by the contractual agreement among BCBSND, participating providers and the technology provider that supplies the care coordination platform, to complete treatment, payment and health care operations activities. In addition, as outlined by HIPAA, certain health care operations such as administrative, financial and quality improvement activities considered essential to support treatment do not require special patient authorization.

Similar allegations regarding patient privacy could be made regarding the government's Physician Quality Reporting Program, another voluntary program that physicians choose to participate in because they care about quality. And already today, most Medicare-participating hospitals – including the large hospitals in North Dakota – routinely report a large number of quality metrics to the Centers for Medicaid and Medicare to measure inpatient and outpatient care.

The MediQHome program is actually ahead of the curve in meeting requirements coming in 2012 under the health care reform law, and the state of North Dakota has a Health Information Exchange committee working with a technology vendor to set up a data exchange, in a HIPAA-compliant manner.

Our program was developed with the input from the provider community and with due diligence on the requirements of HIPAA. In addition to our internal legal review of HIPAA compliance, and the review of specialized legal counsel, the MediQHome contract is reviewed by each participating providers' legal counsel. The contractual language allows a provider to participate in the program even if that provider has their own, stricter requirements around patient permissions and authorizations. As a result, some of the providers in North Dakota opt for an additional step and secure

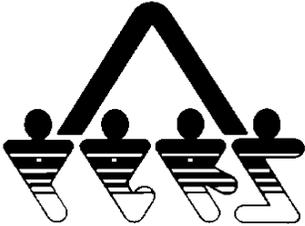
patient authorization even though no requirement is necessary under the HIPAA rules.

The MediQHome initiative is already demonstrating significant improvements in the quality of care provided to the citizens of North Dakota, as evidenced by the diabetes outcomes, by a decrease in number of emergency room visits and inpatient visits for the treatment of these chronic conditions, all while fully complying with state and federal regulations.

Our members have repeatedly asked us to address our broken health care system to improve quality and reduce costs. This initiative is one way that we are working toward realizing that goal.

Dr. Hanekom is vice president and chief medical officer, Blue Cross

Blue Shield of North Dakota.



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Memorandum

TO: NDPERS Board

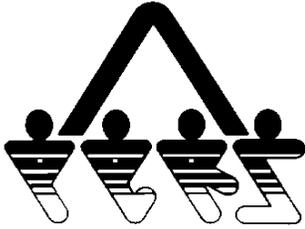
FROM: Kathy

DATE: October 11, 2010

SUBJECT: Job Service COLA

According to Article VII(3) of the plan document for the Retirement Plan for Employees of Job Service North Dakota, “effective each December 1 of any year, the monthly amount of each retirement annuity, death benefit, or disability benefit then payable shall be increased by the percent increase, if any, in the Consumer Price Index.” It further states...”no increase in retirement allowance granted under the Plan, or the date for commencement of such increase, will become effective unless the same increase has been authorized for the Civil Service Retirement System, and unless the increase has been authorized by the NDPERS Board.” This provision for a COLA increase was authorized by the United States Department of Labor as part of a larger agreement reached with the USDOL in the late 1970’s. Since that time the Plan practice has been to provide COLA’s consistent with the Federal Civil Service Plan. The plan assumes a post-retirement COLA of 5%.

The annual COLA percentage adjustment for the Federal Civil Service Plan is not available until October 15th. Therefore, the increase and any effect on the system will be provided at the Board meeting.



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Memorandum

TO: PERS Board
FROM: Sparb
DATE: October 12, 2011
SUBJECT: PERS Retirement Update

As you know we need to develop our legislative proposals for next session and submit them to the Legislative Employee Benefits Committee by April 1, 2012. We are going to be setting up meetings with our PERS Benefits Committee in November and December to get their thoughts for your consideration at our planning meeting this upcoming January. Our primary legislative activity next session will be the same as last session and that is addressing the challenge our retirement plans face as a result of the financial markets.

Attached is the information we will be reviewing with that committee about the retirement plans. At our Board meeting we will go over this information so you will have an opportunity to review it as well and to seek any ideas you would like us to pursue with the PERS Benefits Committee.

NDPERS UPDATE

PERS BOARD MEETING, OCTOBER 20, 2011



RETIREMENT - MAIN

Public Employees Retirement Plan

Chapter 54-52, NDCC

Employer Contribution: 4.12%

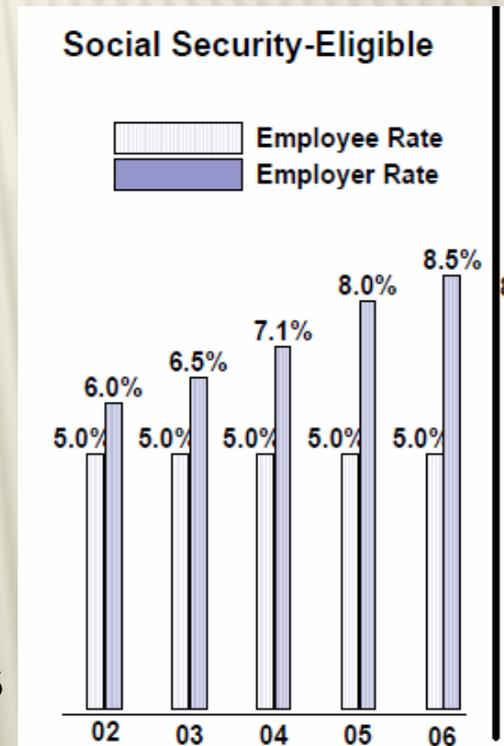
Employee Contribution: 4.00%

Total Retirement Contributions: 8.12%

Vesting in Disability Benefit: 180 days

Vesting in Retirement Benefit: 36 months

Normal Retirement: Age 65 or Rule of 85



THE CHALLENGE

Defined Contribution Plan
Hybrid Plan/Defined Benefit Plans

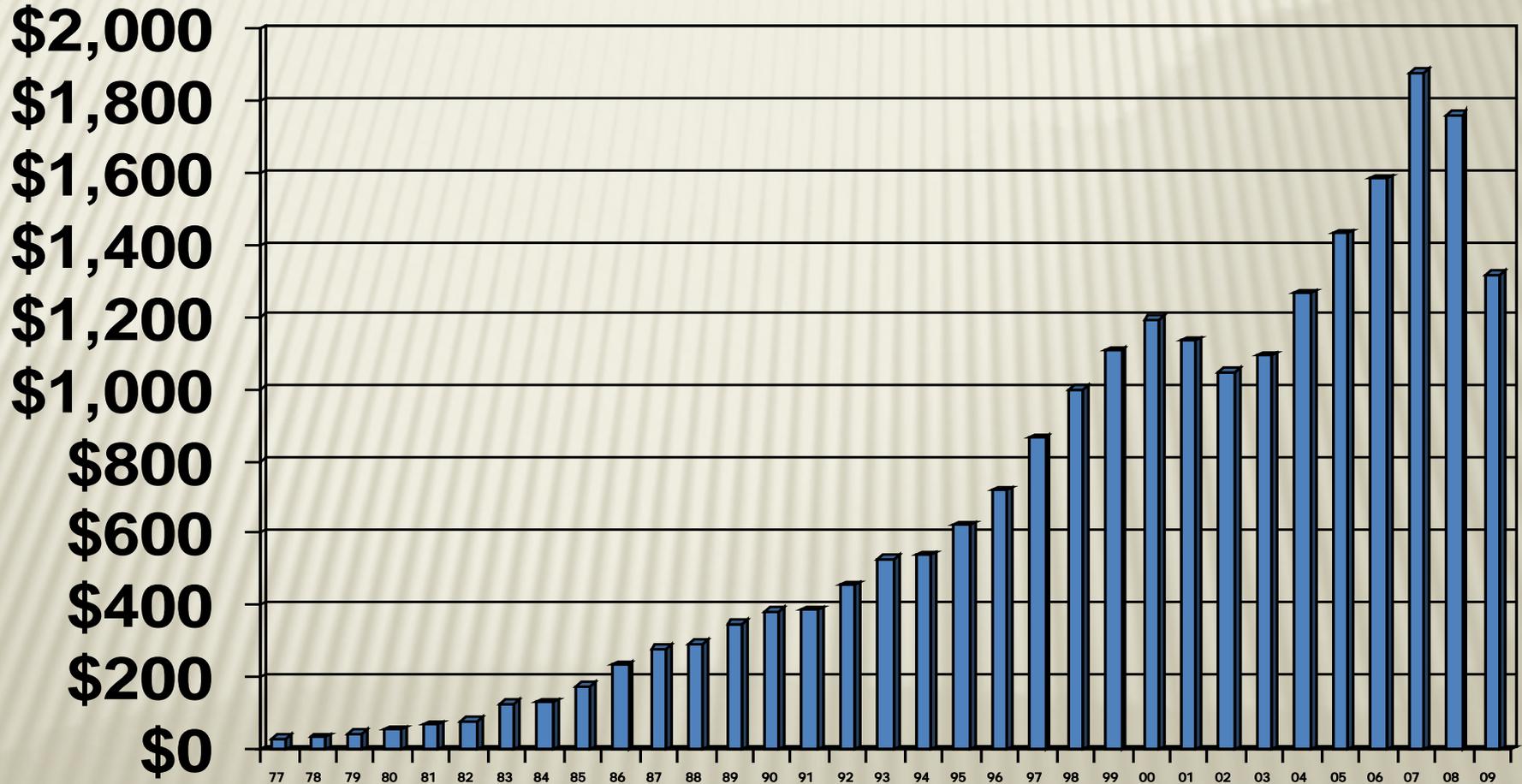


NDPERS Retirement Systems Assets

(Main, Judges, Guard, and Law Enforcement Systems)

Millions

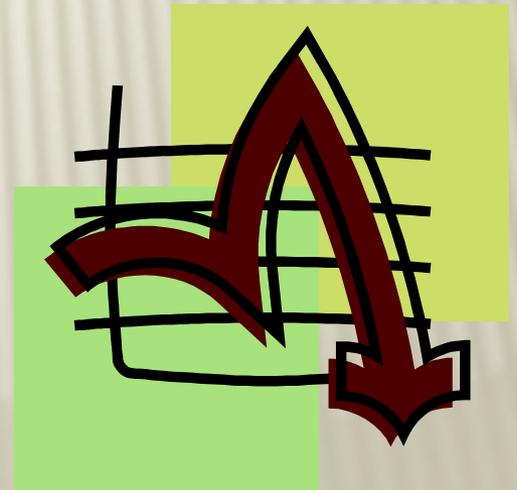
Market Value – Year Ended June 30



WHERE HAPPENED?

× Financial Market Meltdown

-24.5%

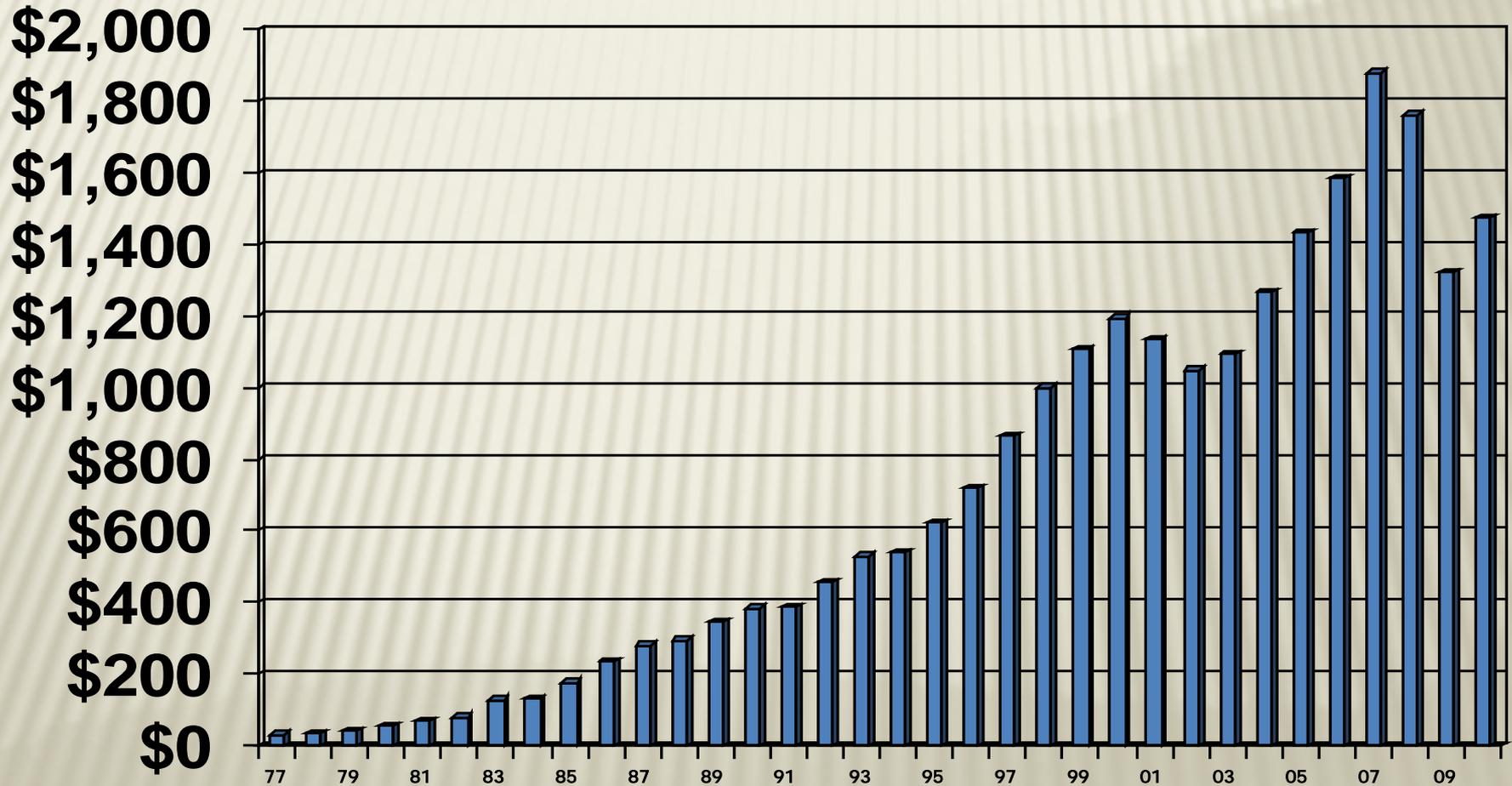


NDPERS Retirement Systems Assets

(Main, Judges, Guard, and Law Enforcement Systems)

Millions

Market Value – Year Ended June 30



Senate Bill 2108 – Current Plan Projections

Projected Funded Ratio
(Actuarial Value of Assets to Actuarial Assumed Liability)
Based on July 1, 2010 Data

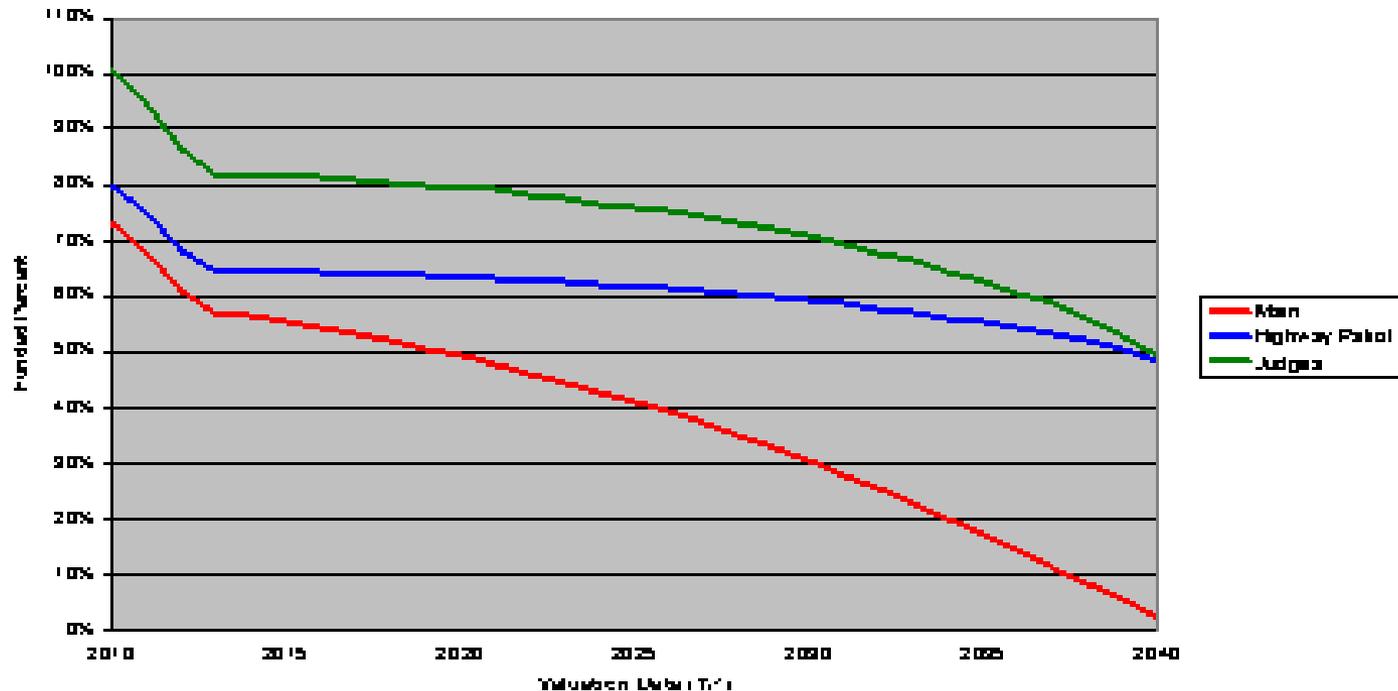
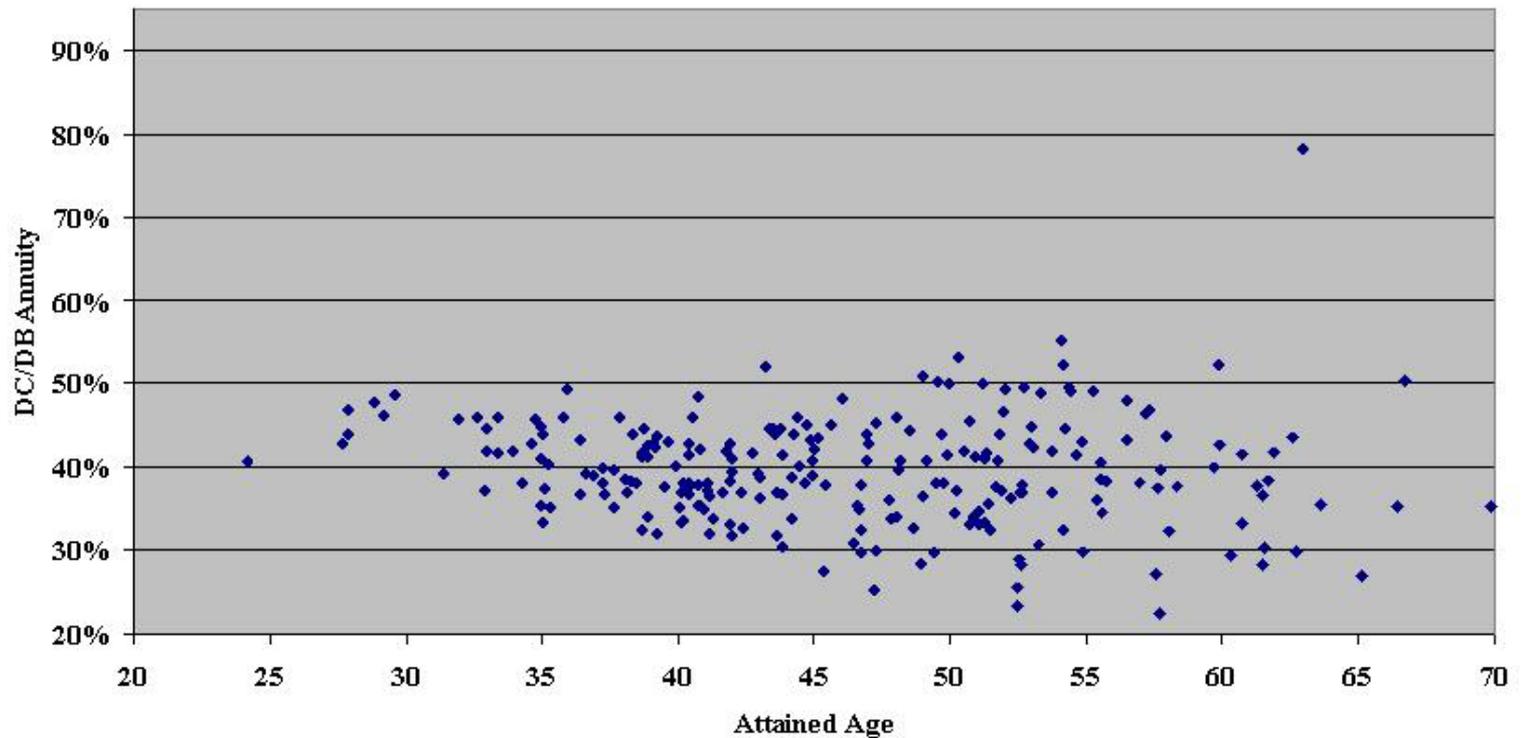


Exhibit III
Ratio of Projected DC Account (Converted to an Annuity) to DB Benefit
by Attained Age as of July 1, 2010
With 8.12% Future Contribution Rate

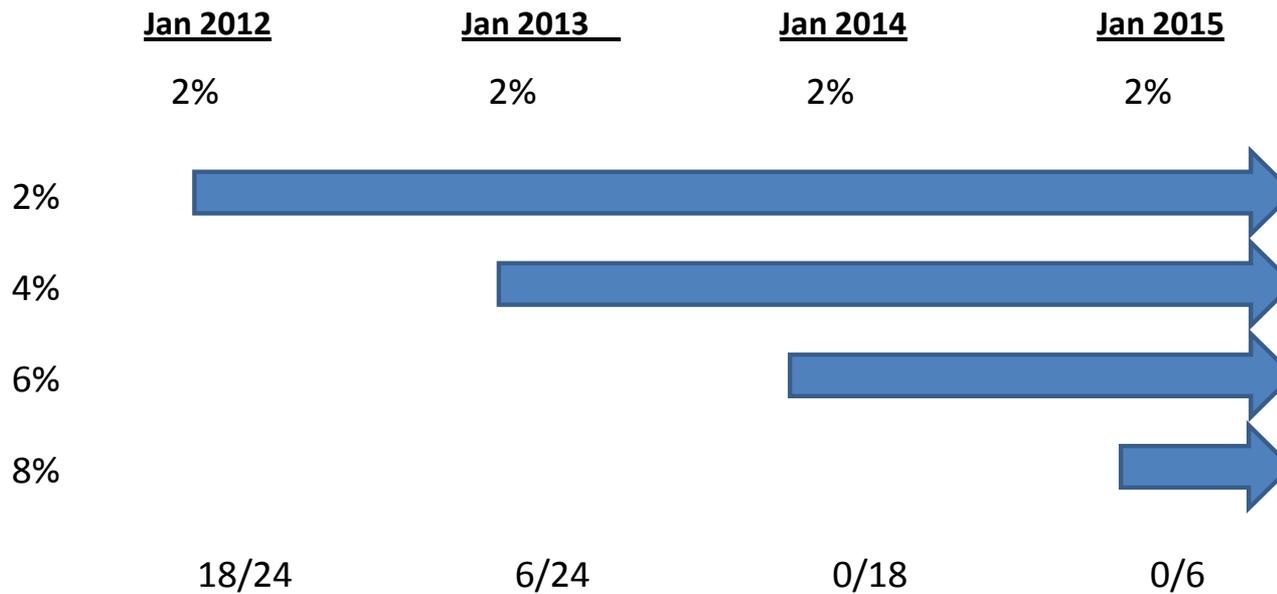


OUR CHALLENGE

- × To reverse the funding trend
- × To stabilize the funds
- × To establish a positive future trend

SB 2108

SB 2108

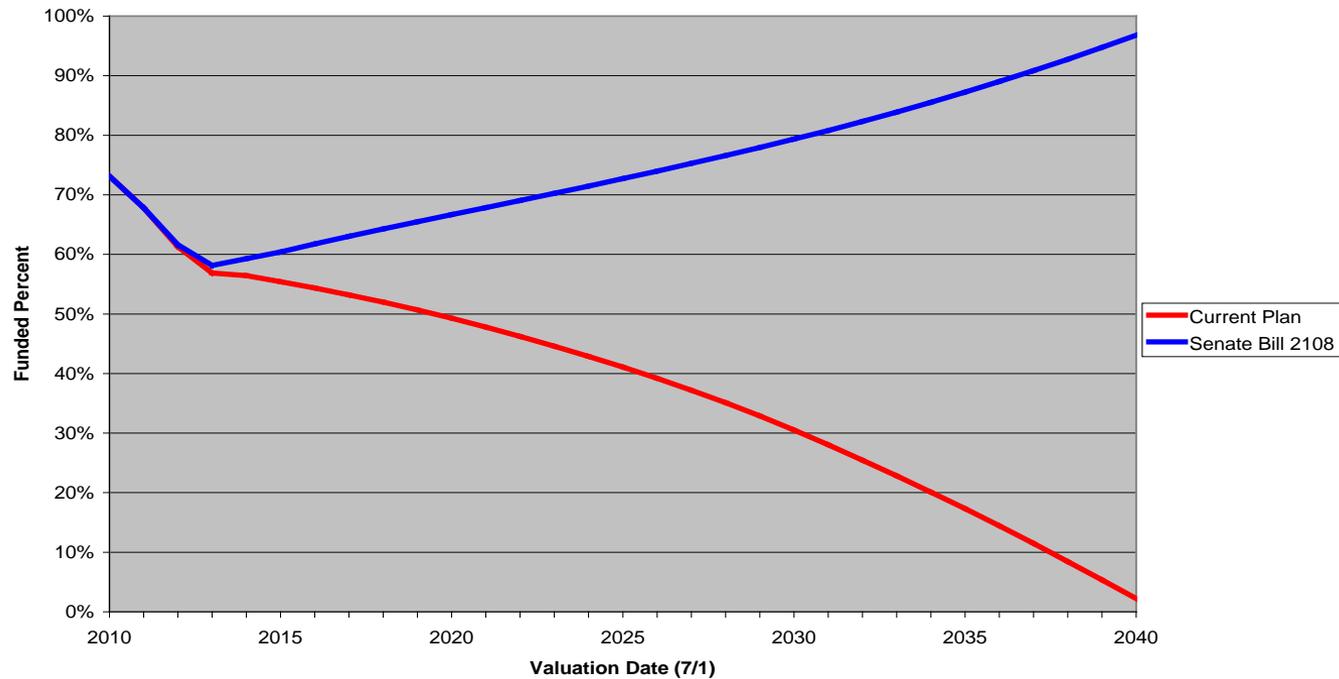


Months increase effective for 2011-2013/ Months effective for 2013-2015

2015 and beyond 100% effective

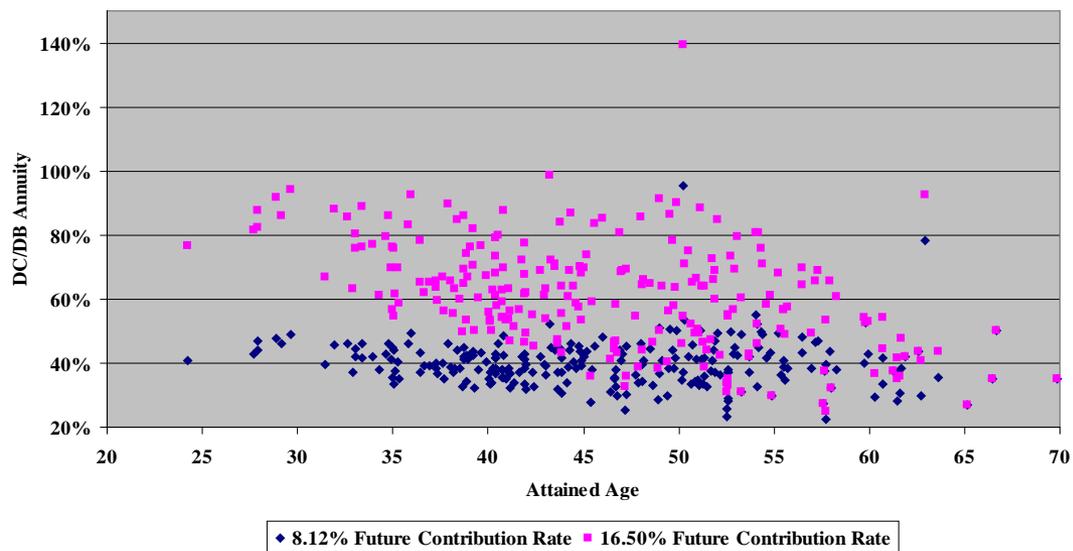
Senate Bill 2108 – Actuarial Cost & Technical Analysis

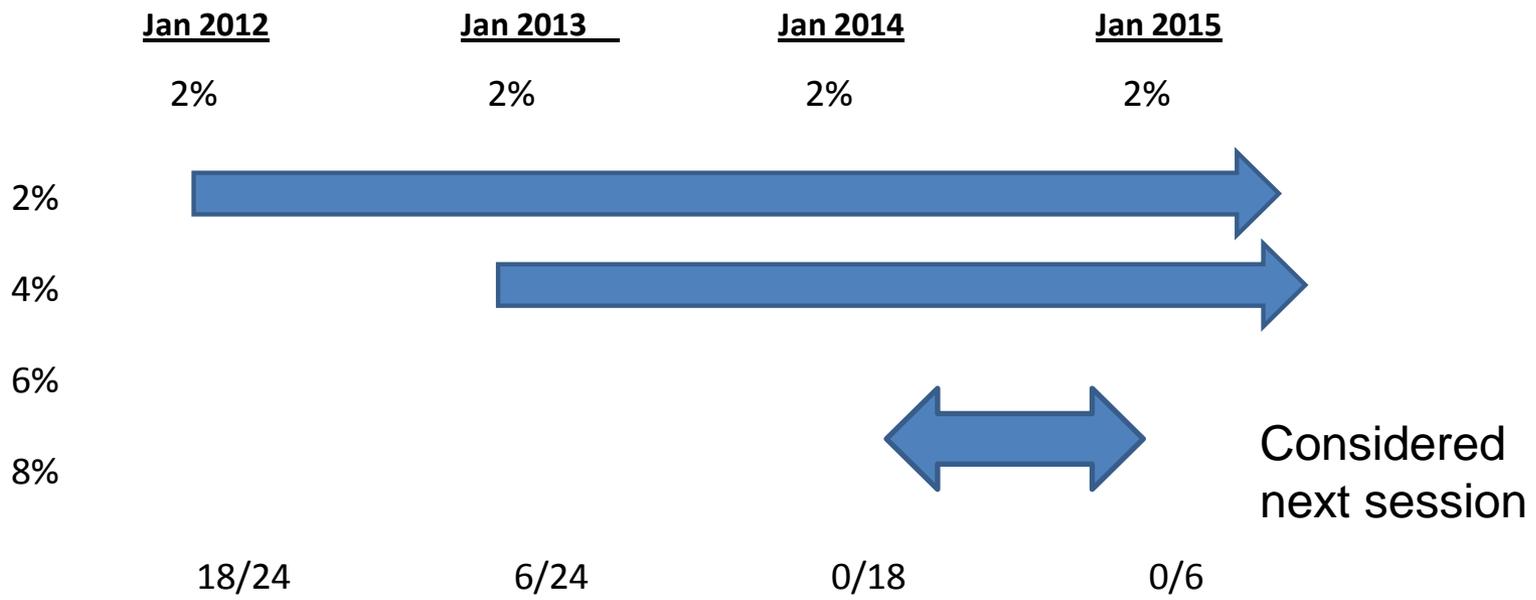
PERS (Main System)
Comparison of Funded Ratio
(Actuarial Value of Assets to Actuarial Accrued Liability)
Based on July 1, 2010 Data



Defined Contribution Analysis

Exhibit IV
Ratio of Projected DC Account (Converted to an Annuity) to DB Benefit
by Attained Age as of July 1, 2010

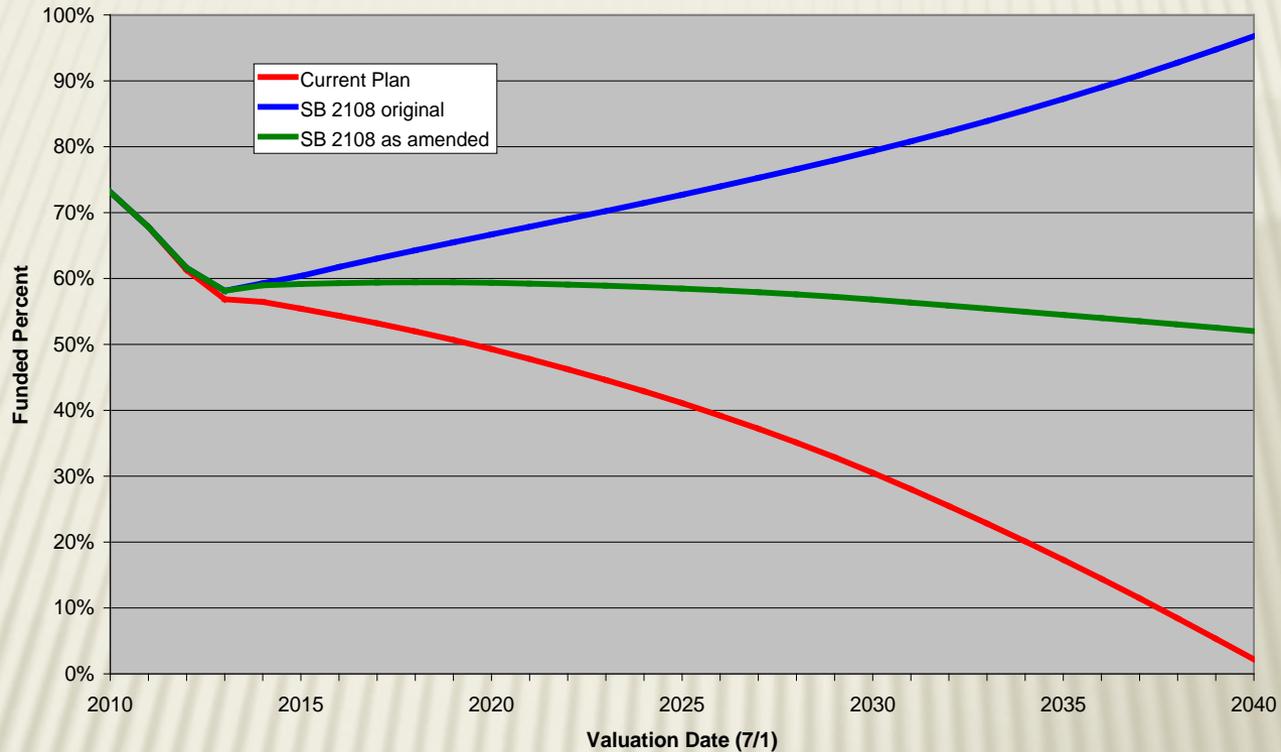




Months increase effective for 2011-2013/ Months effective for 2013-2015

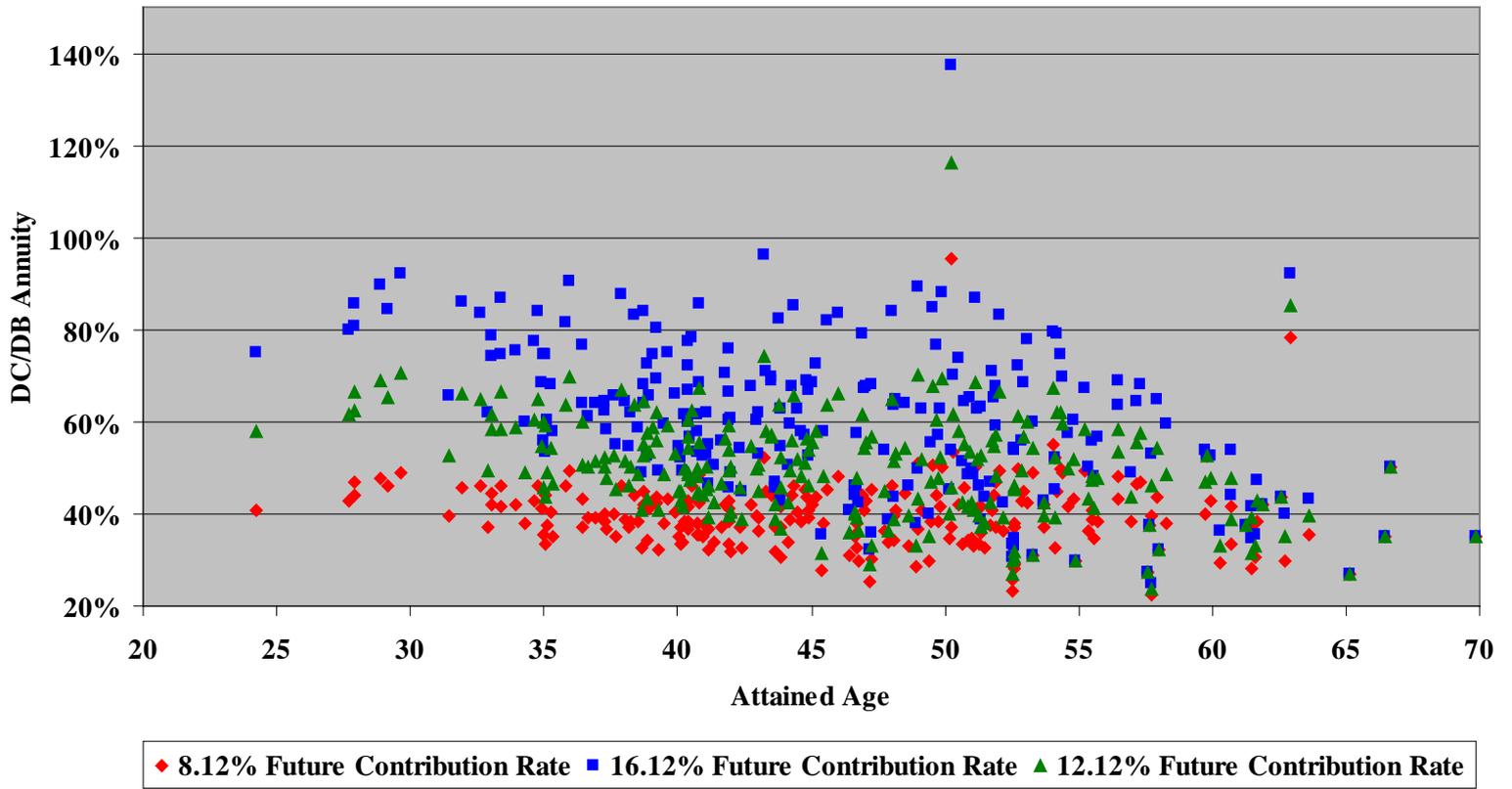
2015 and beyond 100% effective

PERS (Main System)
Comparison of Funded Ratio
(Actuarial Value of Assets to Actuarial Accrued Liability)
Based on July 1, 2010 Data



4% contribution increase - *has stopped downward trend and stabilized the plan*

Exhibit IV
Ratio of Projected DC Account (Converted to an Annuity) to DB Benefit
by Attained Age as of July 1, 2010



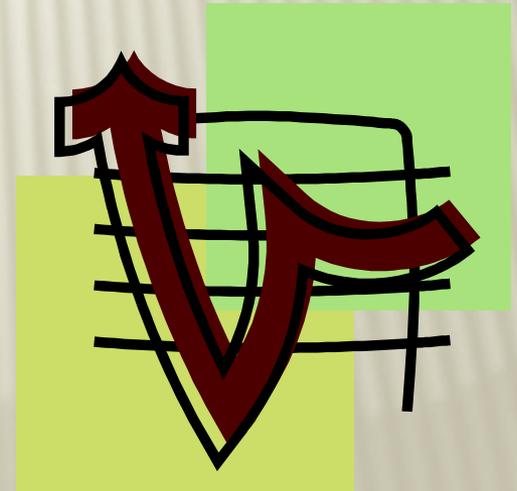
OUR CHALLENGE

- × Last Session accomplishments
 - + To reverse the funding trend
 - + To stabilize the funds

- × Next Session
 - + To establish a positive future trend

2011 INVESTMENT RETURN

21%

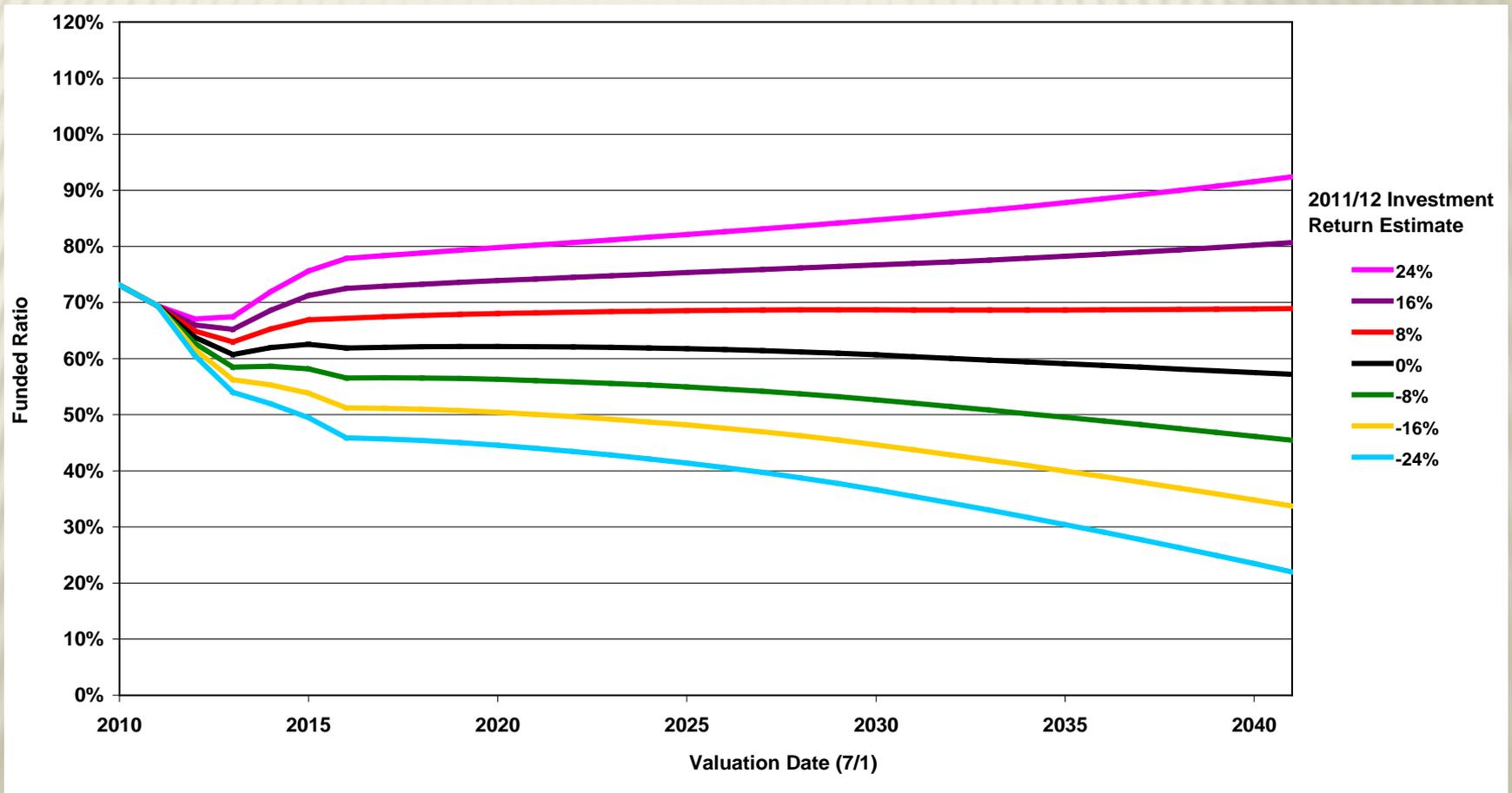


North Dakota PERS - Main System

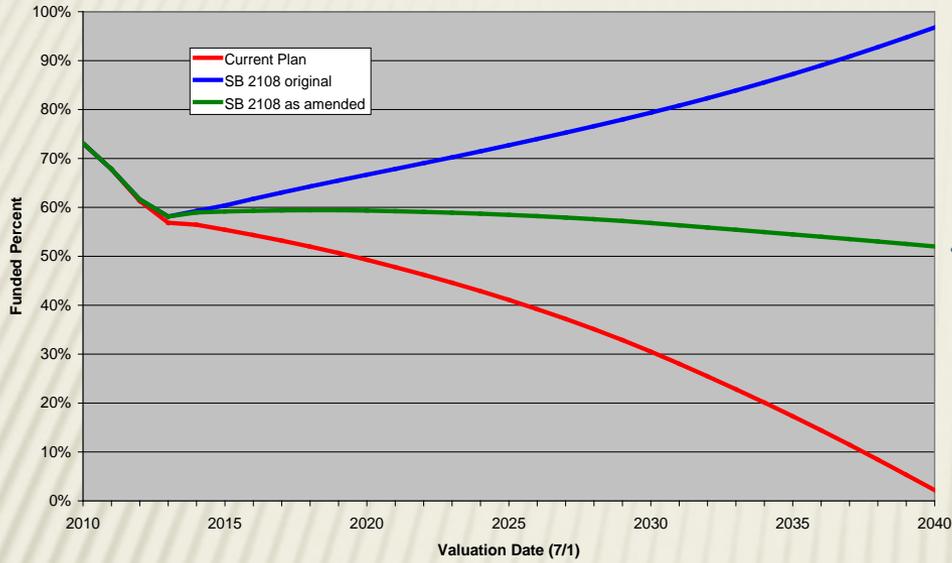
Draft Estimate

Projected Funded Ratio – Actuarial Value Basis

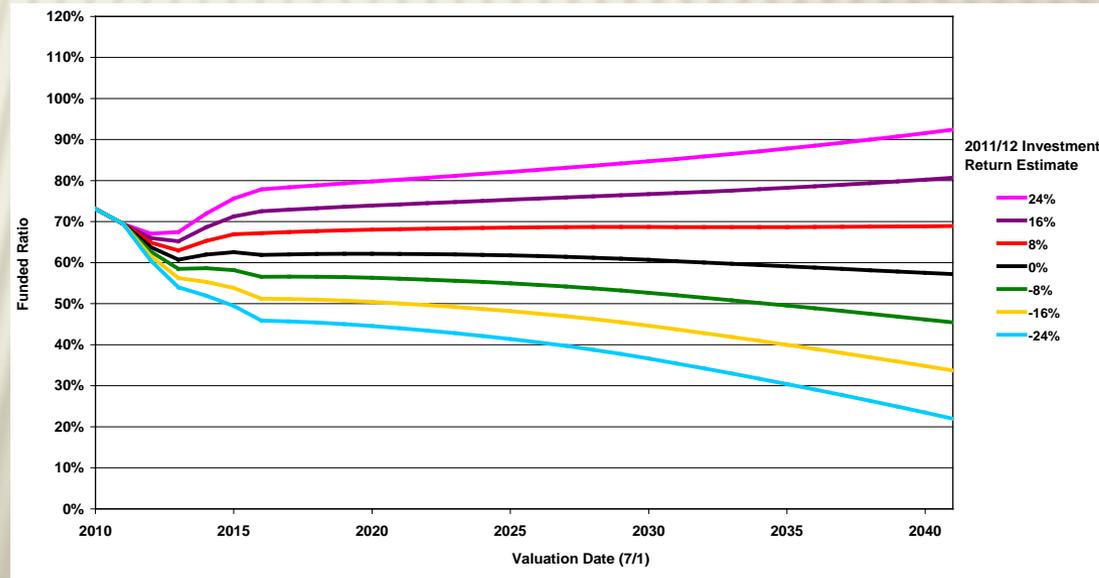
Actuarial Value of Assets to the Actuarial Accrued Liability
Market Return for FY 2011 was 21.0%
Market Return After FY 2012 Always 8.0%
Contribution Rates Increased by 2.0% on 1/1/2012 and 1/1/2013



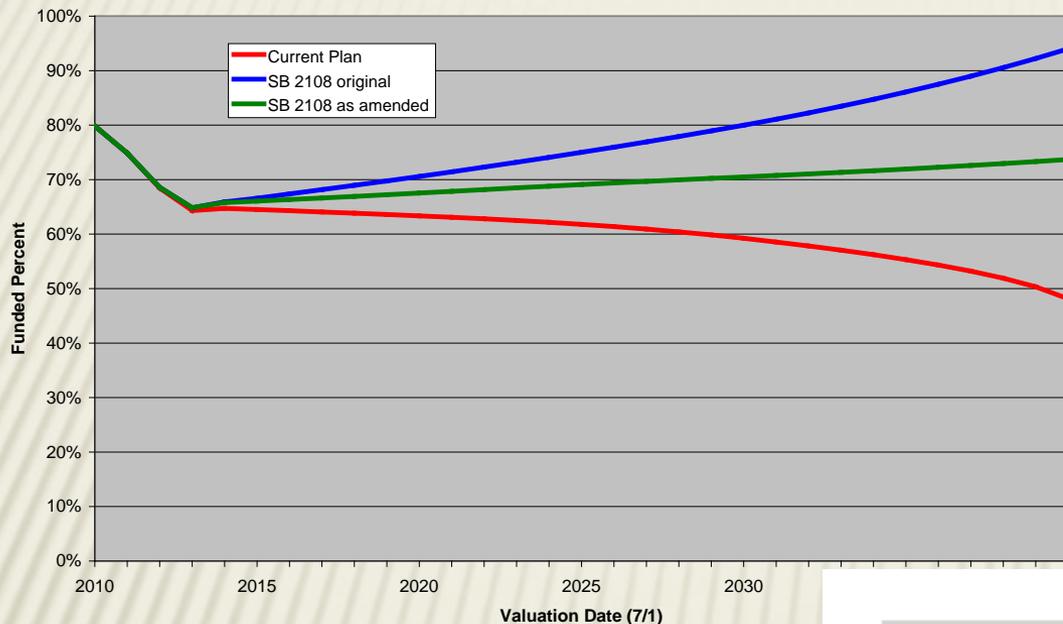
**PERS (Main System)
Comparison of Funded Ratio
(Actuarial Value of Assets to Actuarial Accrued Liability)
Based on July 1, 2010 Data**



**Actuarial Value of Assets to the Actuarial Accrued Liability
Market Return for FY 2011 was 21.0%
Market Return After FY 2012 Always 8.0%
Contribution Rates Increased by 2.0% on 1/1/2012 and 1/1/2013**

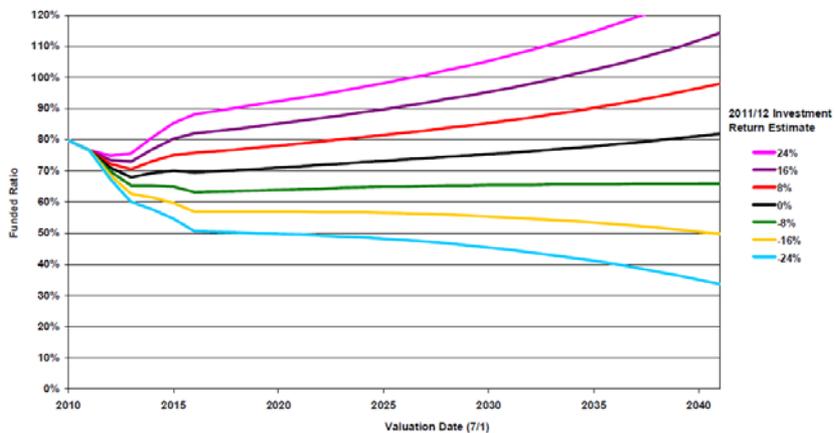


**Highway Patrol
Comparison of Funded Ratio
(Actuarial Value of Assets to Actuarial Accrued Liability)
Based on July 1, 2010 Data**

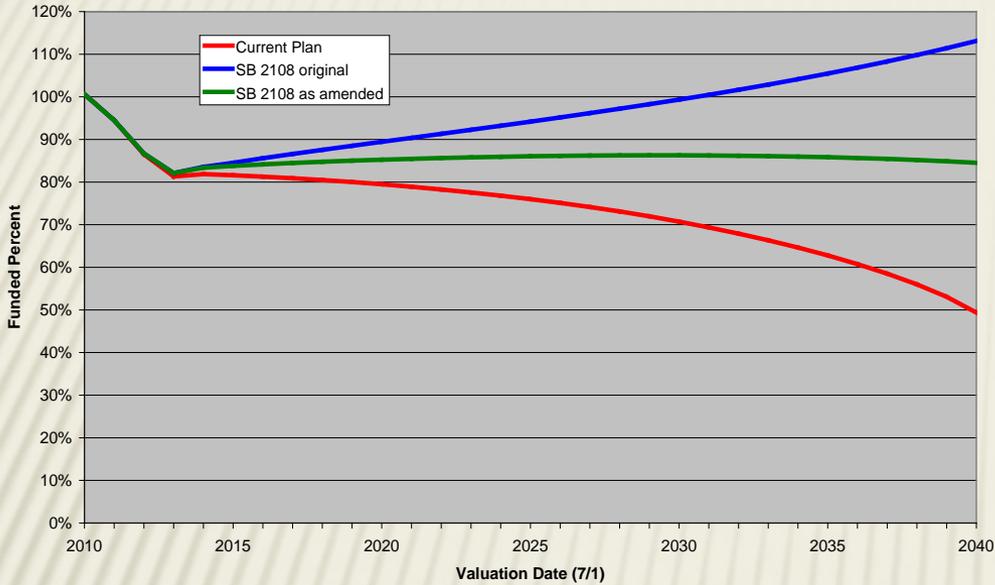


**North Dakota Highway Patrolmen's Retirement System
Projected Funded Ratio – Actuarial Value Basis**

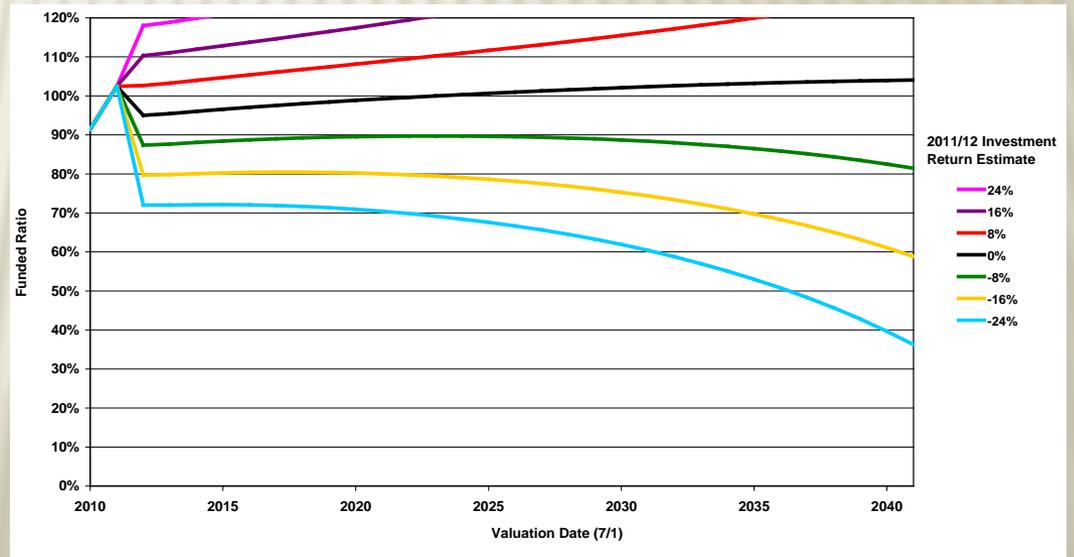
Actuarial Value of Assets to the Actuarial Accrued Liability
Market Return for FY 2011 was 21.0%
Market Return After FY 2012 Always 8.0%
Contribution Rates Increased by 2.0% on 1/1/2012 and 1/1/2013



Judges
Comparison of Funded Ratio
(Actuarial Value of Assets to Actuarial Accrued Liability)
Based on July 1, 2010 Data



Market Value of Assets to the Actuarial Accrued Liability
Market Return for FY 2011 was 21.0%
Market Return After FY 2012 Always 8.0%
Contribution Rates Increased by 2.0% on 1/1/2012 and 1/1/2013



FUTURE ACTIONS NEEDED

- × Put plan on course to 90-100% funded status
 - + Move forward with additional increases in 2014 &15
 - + Look at benefit adjustments instead of contribution increase
 - + Combination of above
- × Defined Contribution Plan members (especially older members) will need more help in order to achieve a reasonable funded status at retirement

CONTRIBUTION INCREASE

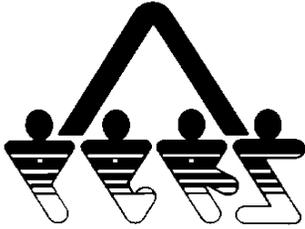
- × Segal is preparing updated projects with the 2014 & 15 increase (2 & 2)
- × Segal is calculating what increase is necessary to achieve the same outcome now that we had a 21% return for 2011

BENEFIT ADJUSTMENTS

- × Segal is looking at what level of adjustment would be necessary to the multiplier to offset the need for contribution increases
- × Segal is reviewing allowing members to stop participating in PERS at their normal retirement date, keep working and take a deferred vested retirement.

ADDITIONAL CONTRIBUTION

- × Reviewing the benefit of an additional lump sum cash contribution



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Memorandum

TO: PERS Board

FROM: Sparb

DATE: October 13, 2011

SUBJECT: 401(a) & 457 Plan Transition Update

The transition process has started. Meetings are being held around the state, one on one meetings have started, weekly web conferences are being held and a web video is going on our website this week. Attached are the meeting statistics thus far.

In the beginning of October we also started a special outreach to members in distribution status. TIAA/CREF is going to contact all of these members. The reason for this special effort is the distribution election the member had filed with Fidelity will not transfer; therefore, they will need to fill out new forms.

Calls to the office about the transfer have started. We are responding to member's concerns or getting additional information as requested. We anticipate this will rise as the transition date gets closer and during the blackout period.

We continue to work with TIAA/CREF on operational items for when we go live. Specifically all our processes need to be coordinated including such things as QDRO's, forms, etc. We are encountering some challenges in this area but these types of issues usually arise when changing carriers. With this program they are more numerous due to the number of procedures in place.

We continue to maintain our weekly meetings with TIAA/CREF and conduct special meetings on specific issues.

Seminar & Webinar Presentation Attendance Thru 10/11/11

	<u>Date</u>	<u>Time</u>	<u>Attendees</u>
Webinar	10/3/2011	12:00PM	7
State Capitol -Bismarck	10/4/2011	9:00AM	20
State Capitol -Bismarck	10/4/2011	12:00PM	8
State Capitol -Bismarck	10/4/2011	3:00PM	27
Northeast Human Service Center -Grand Forks	10/4/2011	10:00AM	6
Department of Transportation - Grand Forks	10/4/2011	1:00PM	5
Job Service - Grand Forks	10/4/2011	3:30PM	4
Work Force Safety - Bismarck	10/5/2011	3:00PM	55
Job Service - Devils Lake	10/5/2011	11:00AM	3
Lake Region Human Service Center - Devils Lake	10/5/2011	1:30PM	20
Developmental Center - Grafton	10/5/2011	12:00PM	4
Morton County - Mandan	10/5/2011	12:00PM	0
Webinar	10/6/2011	12:00PM	15
North Dakota Veterans Home - Lisbon	10/10/2011	3:00PM	15
Department of Transportation - Fargo	10/11/2011	9:00AM	17
Webinar	10/11/2011	12:00PM	7
Job Service - Fargo	10/11/2011	3:30PM	3
		Total	216

Event Web Display Name - Individual Consultant Sessions

	<u>Capacity</u>	<u>Seats Taken</u>	<u>Waiting List</u>	<u>Openings</u>
NORTHWEST HUMAN SERVICE CENTER - WILLISTON - NOVEMBER - PAUL FULLER	8	0	0	8
LAKE REGION HUMAN SERVICE CENTER-DEVILS LAKE - NOVEMBER - SCOTT ROCHE	13	3	0	10
NORTH CENTRAL HUMAN SERVICE CENTER - MINOT - NOVEMBER - PAUL FULLER	12	0	0	12
DEPARTMENT OF TRANSPORTATION - MINOT - NOVEMBER - PAUL FULLER	12	0	0	12
SOUTHEAST HUMAN SERVICE CENTER - FARGO - JUAN GUERRERO	12	0	0	12
SOUTHEAST HUMAN SERVICE CENTER-FARGO - JIM SOHOLT	7	0	0	7
JOB SERVICE - GRAND FORKS - SCOTT ROCHE	13	0	0	13
JOB SERVICE - JAMESTOWN - JUAN GUERRERO	13	0	0	13
JOB SERVICE-FARGO - JIM SOHOLT	14	2	0	12
SOUTH CENTRAL HUMAN SERVICE CENTER - JAMESTOWN - JUAN GUERRERO	13	0	0	13
DEPARTMENT OF TRANSPORTATION - JIM SOHOLT	14	0	0	14
NORTHEAST HUMAN SERVICE CENTER-GRAND FORKS - SCOTT ROCHE	13	3	0	10
WORK FORCE SAFETY-BISMARCK - ANDREA SUCHY-SHINN	20	2	0	18

JOB SERVICE - FARGO - PAUL FULLER	24	3	21
JOB SERVICE-DEVILS LAKE - SCOTT ROCHE	13	0	13
VALLEY CITY STATE UNIVERSITY - JIM SOHOLT	24	0	24
STATE CAPITAL - BISMARCK - CHUCK FREEMAN, NANCY FOSTER	78	4	74
WORK FORCE SAFETY-BISMARCK - JIM SOHOLT	10	2	8
NORTH DAKOTA VETERANS HOME-LISBON -SCOTT ROCHE	13	8	5
DEVELOPMENTAL CENTER-GRAFTON - SCOTT ROCHE	13	10	3
JOB SERVICE-GRAND FORKS - SCOTT ROCHE	13	7	6
STATE CAPITAL-BISMARCK - JIM SOHOLT	22	3	19
STATE CAPITAL-BISMARCK - ANDREA SUCHY-SHINN	18	1	17
NORTHEAST HUMAN SERVICE CENTER-GRAND FORKS - SCOTT ROCHE	13	6	7
	<hr/>	<hr/>	<hr/>
	405	54	351