**EMPLOYER PARTICIPATION AGREEMENT**

**IN THE**

**NORTH DAKOTA PUBLIC EMPLOYEES RETIREMENT SYSTEM**

**GROUP HEALTH INSURANCE PLAN**

This Agreement is between the North Dakota Public Employees Retirement System (NDPERS) and the {stdOrgName} {stdOrgCodeId} hereinafter referred to as the Employer.

**I. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions for the participation of the Employer in the NDPERS Group Health Insurance Plan (the Plan).

# **II. EFFECTIVE DATES**

The parties agree that this contract shall commence on {qu ParticipationStartDate} and shall terminate as provided in paragraph VI.

# **III. EMPLOYER ELIGIBILITY**

The Employer is eligible to participate in the Plan on the first day of the month following the 30 day Open Enrollment period for all employees. The employer is subject to minimum participation requirements as set forth by the NDPERS Board.

# **IV. EMPLOYER’S RESPONSIBILITIES**

A. The Employer agrees to be bound by the terms, provisions and rules of the Plan as adopted by NDPERS, and amended from time to time, with regard to the administration of the Plan. NDPERS will provide the Employer with such terms, provisions and rules.

B. The Employer agrees to participate in the Plan for a minimum period of participation of sixty months. If the Employer withdraws before completing sixty months of participation, the Employer must pay the Plan the difference between any plan expenses incurred and employer income received. No payment is required if the Employer ceases to exist.

C. The Employer shall offer the Plan as the primary indemnity health and medical insurance plan available to its employees. The Employer may not offer any other group health insurance plan as an alternative to the Plan, with the exception of any HMO's available through NDPERS.

D. The Employer shall allow all "eligible" employees as that term is defined in the North Dakota Century Code (NDCC 54-52.1-01(4)) to participate in the Plan. The term "eligible employee" includes a governmental unit employee whose services are not limited in duration and who is filling an approved and regularly funded position in an eligible governmental unit and is employed at least 20 hours or more per week and at least 20 or more weeks each year of employment.

E. The Employer shall allow all eligible employees a 31-day open enrollment period from the date this Agreement is signed in which to enroll in the plan. Employees participating in the NDPERS health plan at the time of a consolidation between employers will be treated as “transfers” if they did not have a termination of employment, which means they had a severance of employment by not being on the payroll of a covered employer for a minimum of one month. Eligible employees may cover their dependents in accordance with the terms and provisions of the Plan. Employees who wish to waive their coverage must complete a waiver form.

F. The Employer shall pay to NDPERS all premiums due under the Plan on a monthly basis. NDPERS will not accept individual payments from participating employees in cases where the employees are responsible for part of the premium due. Rather, the Employer is responsible for collecting any premium contributions from participating employees (by payroll deduction or otherwise) and making a single lump sum monthly payment to NDPERS. Premium contribution by the Employer on behalf of eligible participating employees must be administered consistently for all members. The Employer may not provide any monetary compensation to any employee in lieu of participation in the Plan.

The premium payment due NDPERS is based on the applicable uniform group rates established by the NDPERS Board. The Employer will be given adequate advance notice of any premium changes in the Plan.

G. Part-Time and Temporary Employees who meet the definition of a “full-time” employee under the Affordable Care Act are eligible to participate. They must enroll within 31 days from hire date or the date the employer determines they meet the Affordable Care Act eligibility criteria. Coverage will be effective the first of the month following date of hire or date the employee meets the Affordable Care Act eligibility criteria.

H. The Employer shall notify NDPERS of the following events within thirty (31) days of their occurrence:

1. Date of death of an employee;

2. Termination of an employee's employment;

3. Reduction of an employee's working hours or other change in employment status so that "eligibility" as defined in paragraph IV(D) is lost;

4. Divorce; or

5. Loss of coverage of a dependent due to age/school.

1. The Employer agrees to hold NDPERS harmless for any loss, damage, or expense resulting from any actions taken or omitted by the Employer.

**V. NDPERS' RESPONSIBILITY**

A. NDPERS shall provide the insurance benefits described in the Plan, as modified from time to time, to participating employees of the Employer.

B. NDPERS shall provide a written summary description of the plan to all participating employees of the Employer.

C. NDPERS shall provide written notice to employees of their rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 regarding continuation of medical insurance coverage. Further, PERS will conduct all appropriate administrative activities upon being notified of a qualifying event.

D. NDPERS shall provide all necessary information regarding the Plan and its administration to the Employer and/or the participating employees.

1. Advance notice of all modification to the Plan will be given to all participating employees.

# **VI. TERMINATION**

A. This contract may be terminated by mutual consent of both parties, or by either party upon sixty (60) days' notice, in writing.

B. NDPERS, by written notice, may terminate this agreement if Employer fails to comply with any of the conditions of this agreement. Upon determination by NDPERS that the Employer has failed to comply with the conditions of the Agreement, NDPERS shall promptly provide written notification to the Employer of the determination, and its intent to terminate the agreement. Any such termination, however, must not take place until a period of not less than thirty (31) days for Employer to take corrective measures in response to NDPERS written notice of default and intent to terminate.

The termination of this Agreement related to defaults (including breach of contract) by the Employer is not an exclusive remedy and is in addition to any other rights and remedies provided by law or under this contract.

1. This Agreement is automatically terminated if the group health insurance plan is discontinued for any reason whatsoever.
2. This Participation Agreement is automatically terminated if the Employer ceases to exist.
3. A new Participation Agreement is required of Employers who consolidate to form a new Employer group wishing to enroll or maintain NDPERS benefits.

# **VII. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

**VIII. WAIVER**

The failure of NDPERS to enforce the provisions of this contract shall not constitute a waiver by NDPERS of that or any other provision.

# **IX. AMENDMENTS**

This Agreement may be amended by NDPERS upon sixty (60) days' written notice to the Employer and at any time upon mutual written agreement between NDPERS and the Employer.

# **X. MERGER CLAUSE**

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding the Agreement. Employer, by the signature of the authorized governing body or public official, hereby acknowledges that the Employer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**XII. NOTICES**

Notice required under this Agreement shall be made as follows:

**NORTH DAKOTA PUBLIC EMPLOYEES EMPLOYER:**

**RETIREMENT SYSTEM:**

NDPERS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

400 E Bdwy, Suite 505 (Business Name)

PO Box 1657

Bismarck, ND 58502-1657 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip)

\_\_\_\_\_\_Sparb Collins\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_Executive Director, NDPERS\_\_\_\_ (Title) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

Dated this \_\_\_ Day of\_\_\_\_\_\_\_\_\_\_, 20\_\_ Dated this \_\_\_ Day of\_\_\_\_\_\_\_\_, 20\_\_