

CONTRACT APPROVAL

SUGGESTED MOTION:

Move to approve the following contracts submitted by respective department head, subject to state's attorney approval, and authorize the chairman to sign.

Received as of December 15, 2015:

- Farmland Services—contract to conduct field work assessments in cities and townships (costs to be billed back to entities);
- Blue Cross Blue Shield—Attachment A schedule for 2016 employee health and dental insurance coverage.
- Blue Cross Blue Shield—services agreement to participate in the “Healthy Blue” wellness program;
- Family HealthCare—services agreement to provide ongoing medical care for jail inmates including provisions for access to electronic medical records;
- Sungard Public Sector—software upgrade license for Cognos Business Intelligence to create custom accounting reports from the general ledger and payroll systems;
- Microsoft Enterprise Licensing—renewal of agreement for products and server software licenses;
- Associated Financial Group—renewal of agreement for human resources and health insurance consulting services.



RECEIVED

DEC 9 2015

CASS COUNTY COMMISSION

December 9th, 2015

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

Board of Commissioners
Cass County Government
211 9th St S
Fargo ND 58103

Re: Assessors Contract

Dear Commissioners:

As the assessors duties become more intense with new regulations on developing documentation on property cards and farmland valuation townships and cities are having a difficult time filling the assessor's position. At least for this year, some of the townships and cities are asking our office to provide the services.

We are proposing to engage the services of a local company to do the field work necessary for the assessments for this year with our office doing the administrative work of attending the equalization meetings and finalizing the assessment books. The costs of the contract will be billed back to the entities.

If this procedure works we will end up meeting the state guidelines on what is expected for documentation on property assessments cards for those jurisdictions. As we get farther into the process the assessment cards will be in electronic form on our assessment system with will make them more readily available and easier to update.

Sincerely,

Frank Klein
Cass County Assessor

SUGGESTED MOTION:

Move to authorize the Chairman of the County Commission to sign a contract with Farmland Services for assessor services for contract work with the Director of Tax Equalization.

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

Contract for Assessor Duties

This agreement made this 10 day of December 2015 by and between the Cass County, North Dakota Director of Tax Equalization whose address is Court House, 211 9 Street South, Fargo ND 58103 and David Branson dba Farmland Services at 2624 38 Avenue South, Fargo, ND 58104.


Duties to be performed at the Direction of the Cass County Director of Tax Equalization by Farmland Services include but are not limited to:

1. Define properties legal description and desired result of the assessment process.
2. Define a preliminary survey; determine a plan for the assessment and the most relevant approach to the process.
3. Collect and analyze the general, specific and comparative data for the affected subject property.
4. Apply the collected data through the sales comparison, cost or income approach.
5. Reconcile the values as they apply to the three assessment approaches making sure the data is consistent and relevant and is reflective of the properties highest and best use.
6. Determine the properties final estimate of value. It should be logical and supportable in conclusion.
7. Any other duties as necessary or assigned.

The terms, expectations, methods and results will be reviewed monthly as to afford the highest level of efficiency, accuracy and organization within the office of the Cass County Director of Tax Equalization.

Farmland Services will carry liability Insurance adequate to the work being performed and will bill Cass County ND monthly at the rate of \$30 per hour plus expenses which could include mileage at the current but changeable GOA rate.

This contract is effective January 1, 2016 and expires December 31, 2016.

<hr/> Cass County  <hr/>	<hr/> date <i>12-10-15</i> <hr/>
<hr/> Farmland Services <hr/>	<hr/> date <hr/>
<hr/> Cass County Commission <hr/>	<hr/> date <hr/>

RISC Rice Insurance Services Company, LLC

• We put the Experience and Options in E&O programs •

Address: P.O. Box 6709, Louisville, KY 40206-0709 • Phone: 800-637-7319 / 502-897-1876 • Fax: 502-897-7174 • Website: www.risceo.com

NORTH DAKOTA REAL ESTATE COMMISSION'S (NDREC's) GROUP ERRORS AND OMISSIONS (E&O) PROGRAM

Administered by Rice Insurance Services Company (RISC) and Issued by Continental Casualty Company

NOTICE: NORTH DAKOTA HAS NEW PROCEDURES AND REQUIREMENTS FOR LICENSE RENEWAL. ALL ACTIVE BROKERS AND SALESPERSONS MUST APPLY TO RENEW THEIR LICENSE BY NOVEMBER 15, 2015 for the license to be renewed on a timely basis for the following license period. Your application for license renewal must include proof of your E&O insurance. Therefore, it's imperative that you renew or obtain real estate E&O in sufficient time to receive proof of coverage prior to November 15, 2015. If coverage is not timely obtained or renewed, the NDREC may inactivate your license and issue other penalties. If you plan to enroll in the group program by mail, please do so by October 30, 2015 to ensure adequate time for processing. We are now also offering online enrollment, with a certificate of coverage provided immediately upon completion of the online process. Licensees who enroll in the group program will receive a certificate of coverage so that the licensee may provide proof of coverage to the NDREC. Licensees may purchase coverage outside of the group program, provided coverage meets state requirements and a certificate of equivalent coverage is provided to the NDREC as required by state law. New licensees must obtain insurance before their license can be activated. If you are currently enrolled in the NDREC's group policy, your coverage expires January 1, 2016.

PROTECTION FROM THE MOST EXPERIENCED PROVIDER IN THE BUSINESS: RISC's management team has been involved in state-mandated real estate E&O insurance programs longer than any other group in the business. This program is specially tailored to meet the specific needs of North Dakota licensees. The insurance carrier is Continental Casualty Company, a CNA insurance company. RISC's experience and excellent claims service, combined with CNA's strong financial performance and ratings (rated "A" by A.M. Best), ensures a quality program.

REVIEW THE FOLLOWING IMPORTANT INFORMATION AND SIGN BELOW:

What Is and Is Not Covered: We urge all licensees to review a sample policy, including the Exclusions section. A sample policy and additional information are available on our website, www.risceo.com, or by calling us toll-free at 1-800-637-7319, ext. 1.

This is a Claims-Made-and-Reported Policy: There is no coverage for claims first made before the beginning or after the end of your individual policy period. If you have any knowledge of a claim: potential claim; or any act, error, omission, fact, or situation that may give rise to a claim against you or your company, it must be reported in writing immediately to your insurance carrier before your current policy period expires. Failure to do so may jeopardize any coverage that would have otherwise been available. To report a claim under the group policy, you must send us written notice of the claim and a notice of claim form, available on our website or by calling us and requesting one.

There is no coverage for claims that arise after the policy expires unless an extended reporting period (ERP) is in place. However, claims often arise years after the subject transaction occurred. If you are not renewing coverage for any reason, including inactivating or retiring your license, you should consider purchasing a 1, 2, or 3 year ERP Endorsement, which extends the reporting date of your policy to apply to claims that arise within the ERP. An ERP Endorsement may be purchased within 90 days after the 2015 group policy ends. For licensees insured under the 2016 group policy, ERP Endorsements will be available within 90 days of its end date.

Prior Acts and Importance of Timely Renewal: Your "retroactive date" determines whether there is coverage for services performed before the policy's effective date. The retroactive date is the date you first obtained, and since which have continuously maintained, E&O insurance, with no gaps. Even a one-day gap will result in loss of coverage for any services provided before and through the last day of the gap, even if insurance was in place at the time of the services and again when the claim arises. If you fail to enroll timely, call RISC immediately to see if you qualify to backdate your individual policy period to January 1, 2016, which may avoid a gap in coverage and loss of any previously-established retroactive date. This procedure will not remedy noncompliance state requirements.

Territory: Licensees domiciled in North Dakota are insured for errors and omissions committed anywhere they hold an active real estate license, provided the services would require a real estate license if performed in North Dakota. Licensees domiciled outside of North Dakota are insured for North Dakota transactions only. However, out-of-state licensees will be treated as domiciled in North Dakota if their principal real estate license is affiliated with a real estate office located in North Dakota and they reside within 75 miles of the North Dakota state line. If a claim results in or from a lawsuit, the lawsuit must be brought within the U.S., its territories or possessions, or Canada.

Effective Date: Coverage will be effective the later of January 1, 2016 or the day after we receive your *completed application* and premium. If you are currently insured through the group policy and enroll prior to January 1, 2016, your effective date will be January 1, 2016. If you are not currently insured through the group program and would like to request an effective date different than the later of January 1, 2016 or the day after we receive your completed application and premium, provide the requested effective date: _____

Premium / Deductible: Applicant understands that all premiums are fully earned at policy inception and no refunds are permitted after that date. If your payment is returned for nonsufficient funds, you are responsible for payment of any resulting bank fees or penalties. The deductible will be due in accordance with the policy. Applicant agrees to reimburse the Company for any and all costs and expenses it incurs by employing a collection agency to collect any overdue deductible.

Applicant has reviewed and understands the information contained herein. Applicant declares that the above statements are true and that Applicant has not suppressed or misstated any material facts. Applicant understands that it is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits. Applicant agrees that this application shall be the basis of the contract with the Company and that coverage, if written, will be provided on a claims-made-and-reported basis. Applicant understands and agrees that the completion of this application does not bind the Company to issue a policy.

SIGNATURE: _____

David R. Brown

DATE: _____

9-8-15

CNA is a service mark and trade name registered with the US Patent and Trademark Office. The program referenced herein is underwritten by Continental Casualty Company, a CNA insurance company. The information included on both pages of this document is for illustrative purposes only and is not a contract. It is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverages, amounts, conditions, and exclusions. This program is only available in North Dakota. © 2015

RISC Rice Insurance Services Company, LLC

2014

• We put the Experience and Options in E&O programs •

Address: P.O. Box 6709, Louisville, KY 40206-0709 • Phone: 800-637-7319 / 502-897-1876 • Fax: 502-897-7174 • Website: www.risceo.com

NORTH DAKOTA REAL ESTATE COMMISSION'S (NDREC's) GROUP ERRORS AND OMISSIONS (E&O) PROGRAM

Administered by Rice Insurance Services Company (RISC) and Issued by Continental Casualty Company

ENROLLMENT FORM

North Dakota law requires that all active real estate brokers and salespersons carry and maintain E&O insurance that applies to all licensed activities. All active licensees must now apply for license renewal by November 15, 2015. Licensees who enroll in the group program will receive a certificate of coverage so that the licensee may provide proof of coverage to the NDREC. Please return your enrollment form with payment by October 30, 2015 to ensure adequate time for processing. Licensees may purchase coverage outside of the group program, provided coverage meets state requirements and proof of coverage is provided to the NDREC as required by state law.

LICENSEE INFORMATION: Please ensure your information is correct, correct any incorrect information, and fill in any blanks. Failure to provide correct information may delay issuance of your coverage.

Licensee Name: David R Branson		License Type: Broker	
Real Estate Firm: Farmland Services		License No.: 2351	
Address: 2624 38th Ave S.			
City: Fargo		State: ND	Zip Code: 58104-7016
Phone (home / cell):		Phone (work): 701-361-5009	
<input type="checkbox"/> If cell: Check here if you would text reminders if/when that option is available.		Email*: farmlandservices@gmail.com	
Fax:			

* We occasionally send important notices by email. To receive these notices, provide your current email address and add our email domain (@risceo.com) to your address book.

ENROLL ONLINE: Enroll online at www.risceo.com and receive a certificate of coverage immediately upon completion (note there is a nonrefundable \$5 convenience fee for online enrollment).

ENROLL BY MAIL: Select desired coverages below and send your completed form (both pages) with a check or money order payable to RISC by October 30, 2015 to allow for processing.

Mailing Address: RISC, P.O. Box 6709, Louisville, KY 40206-0709 • Overnight Delivery: RISC, 4211 Norbourne Blvd., Louisville, KY 40207-4044

Basic Policy	Unit Price	Amount Due
Premium: January 1, 2016 to January 1, 2017 Limits of Liability: \$100,000 per claim / \$500,000 aggregate Deductibles: \$1,000 (damages) & \$1,000 (claims expenses)	\$187	\$187
Optional Endorsements		
Appraisal Endorsement: Eligibility requirements: (1) an active real estate license <u>and</u> (2) an active appraisal license Appraisal License #: _____	\$200	
Conformity Endorsement: Conforms your ND policy to comply with E&O requirements in other states where you have an active real estate license. To be eligible for this endorsement, you must be actually domiciled in ND or treated as domiciled in ND by the policy terms. Please circle applicable state(s): CO ID IA KY LA MS NE NM RI SD TN* WY Other State License Type: _____ / Other State License #: _____ (also identify conformity state if more than one) *Eligibility for TN conformity is limited by TN regulations. Contact RISC if you need coverage for a TN license.	\$15 (Regardless of # of states at issuance)	
Property Management Endorsement: Adds specific property management services to the policy's definition of professional services.	\$150	
Increased Limits Endorsements – You may purchase ONLY ONE of the following: Increased Limits of \$250,000 per claim / \$750,000 aggregate See below for instructions on selecting Premium A or Premium B Increased Limits of \$500,000 per claim / \$1,000,000 aggregate See below for instructions on selecting Premium A or Premium B	A \$73 or B \$109 A \$140 or B \$186	
Premium A 75% or more* of your real estate activity income is earned from Residential Sales** <u>and</u> you have had no claims*** in the past 5 years Premium B Less than 75%* of your real estate activity income is earned from Residential Sales** <u>or</u> you have had 1 or more claims*** in the past 5 years *To determine the percentage of your real estate activity income derived from Residential Sales, divide your income derived from Residential Sales by the amount of your total real estate activity income. **Residential Sales means sales of properties zoned for and occupied exclusively as residences for 4 families or less. Residential Sales also includes: (1) sales of vacant land, provided the land is zoned for residential use and is not a development project of 4 or more residences and (2) sales of farm property that will be a buyer's principal residence and where a buyer will derive no more than 25% of total income from farming. Commercial sales and renting, leasing, managing, or appraising residential or commercial property are not Residential Sales. ***If you are a designated broker, a claim made against you, your firm for your acts, or your firm for the firm's acts is considered a claim against you for purposes of calculating the endorsement premium. If you are not a designated broker, a claim made against you or your firm for your acts is considered a claim against you for purposes of calculating the endorsement premium.		
\$187 Basic Policy Premium + Any Optional Endorsement Premium	Total	\$187.00

Option for Renewing E&O Coverage for Multiple Licensees: Companies with *more than 10 licensees* may submit enrollment information electronically with our Multiple Licensee Renewal Form (contact us to request one). Our Multiple Licensee Renewal Form gives your company an efficient way to purchase or renew E&O coverage for a large number of licensees. Payments must be made by check or money order (credit cards are not currently accepted for this option). You may submit one payment for all licensees or individual payments per licensee. No individual enrollment forms or signatures required! Simply provide your licensees' contact information and payment method and we will take it from there. • Ensure your company's licensees enroll timely and prevent the anxiety of late renewal and noncompliance with licensing regulations • Avoid the hassle of collecting Enrollment Forms and Certificates of Coverage from each licensee • Make sure we have the most current and accurate information on file • Choose where your Certificates of Coverage will be delivered, either in one package to your company or directly to each licensee •



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DEC 10 2015

CASS COUNTY COMMISSION

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Director of Equalization

Frank Klein
701-241-5616

December 9, 2015

Board of County Commissioners
Cass County Government
211 9th Street South
Fargo ND 58103

RE: Blue Cross Blue Shield Renewal Contract

Dear Commissioners:

The accompanying Attachment A Schedule is the renewal contract for the administration of the self-funded health insurance and dental programs the county offers. Attachment A outlines the financial obligation of the county in regard to those programs. The rates the commission sets ensure the county will have adequate funds on hand to pay the claims of the two programs, the reinsurance premiums, and the administration of the program.

Sincerely,

Michael Montplaisir
Cass County Auditor

HEATHER\TEMP FOLDER\MIKE'S DOCUMENTS\BLUE CROSS BLUE SHIELD CONTRACT RENEWAL.DOCX

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

Cass County Government

Contract Period: January 1, 2016 through December 31, 2016

Stop-Loss coverages are based on Paid Benefits incurred in the period January 1, 1984 through December 31, 2016 and paid during the Contract Period. Individual Stop-Loss Attachment Point is \$65,000 per Member and the Aggregate Stop-Loss Attachment is 120% of expected Paid Benefits paid during the Contract Period.

1. Expected monthly enrollment levels:

	<u>Special SC 100</u>	<u>Special SC 100 OOA</u>	<u>Dental 171</u>
Single:	176 Subscribers	0 Subscribers	201 Subscribers
Single Plus Dependent:	81 Subscribers	0 Subscribers	
Family:	137 Subscribers	0 Subscribers	162 Subscribers

2. Aggregate Stop-Loss Attachment Point per Subscriber (x 12 for Contract Period):

Single:	\$520.52	\$537.70	\$56.23
Single Plus Dependent:	916.14	946.36	
Family:	1,353.38	1,398.04	146.64

3. Aggregate Stop-Loss Attachment Point and maximum administrative fees (net of BlueCard® fees and compensation) per Contract Period based on the figures shown in 1 and 2 above:

Aggregate Stop-Loss Attachment Point:	\$4,635,478
Maximum administrative fees:	\$343,025 (7.4% of claims expense)

4. Minimum Aggregate Deductible: \$4,171,930

5. Monthly premium for stop-loss coverage (aggregate and individual):

Single:	\$106.20	\$106.20
Single Plus Dependent:	186.90	186.90
Family:	276.04	276.04

6. Summary of estimated maximum Contract Period costs at enrollment levels in 1 above:

Aggregate Stop-Loss Attachment Point:	\$4,635,478
Maximum administrative fees:	343,025
Stop-Loss insurance premium:	859,771
Total maximum Cost:	<u>\$5,838,274</u>

In addition to the total maximum cost, applicable BlueCard® fees and compensation will apply.

The parties have caused this Agreement to be executed by their respective authorized officers.

CASS COUNTY GOVERNMENT
PO Box 2806
Fargo, North Dakota 58108-2806

BLUE CROSS BLUE SHIELD
OF NORTH DAKOTA
4510 13th Avenue South
Fargo, North Dakota 58121-0001

By: _____

By: Bradley W. Bartle

Title: Chair, Cass County Commission

Title: Bradley W. Bartle
Chief Actuary

Date: _____

Date: 7/22/15

RX: Deemed Creditable

Group Numbers: 10033

Cass County Government
Group Numbers: 10033
January 1, 2016
Special SC 100
\$65,000
120%

	<u>2015</u>	<u>2016</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	182	176	-3.3%
SPD	72	81	12.5%
Family	133	137	3.0%
Total	<u>387</u>	<u>394</u>	<u>1.8%</u>
<u>Attachment Points</u>			
Single	\$520.52	\$520.52	0.0%
SPD	916.14	916.14	0.0%
Family	1,353.38	1,353.38	0.0%
<u>Stop-Loss Premiums</u>			
Single	\$96.54	\$106.20	10.0%
SPD	169.90	186.90	10.0%
Family	250.94	276.04	10.0%
<u>SFL at Expected Cost</u>			
Single	\$562.41	\$572.07	1.7%
SPD	989.85	1,006.85	1.7%
Family	1,462.22	1,487.32	1.7%
<u>Administrative Expense</u>			
% of claims	7.4%	7.4%	

Note: Net of BlueCard® fees
RX: Deemed Creditable

Cass County Government
Group Numbers: 10033
January 1, 2016
Special SC 100 OOA
\$65,000
120%

	<u>2015</u>	<u>2016</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	1	0	-100.0%
SPD	0	0	0.0%
Family	0	0	0.0%
Total	<u>1</u>	<u>0</u>	<u>-100.0%</u>
 <u>Attachment Points</u>			
Single	\$537.70	\$537.70	0.0%
SPD	946.36	946.36	0.0%
Family	1,398.04	1,398.04	0.0%
 <u>Stop-Loss Premiums</u>			
Single	\$96.54	\$106.20	10.0%
SPD	169.90	186.90	10.0%
Family	250.94	276.04	10.0%
 <u>SFL at Expected Cost</u>			
Single	\$577.78	\$587.44	1.7%
SPD	1,016.89	1,033.89	1.7%
Family	1,502.19	1,527.29	1.7%
 Administrative Expense			
% of claims	7.4%	7.4%	

Note: Net of BlueCard® fees
RX: Deemed Creditable

Cass County Government
Group Numbers: 10033
January 1, 2016
Dental 171
\$65,000
120%

	<u>2015</u>	<u>2016</u>	<u>Percent Change</u>
<u>Group Size (Subscribers)</u>			
Single	213	201	-5.6%
Family	144	162	12.5%
Total	<u>357</u>	<u>363</u>	<u>1.7%</u>
<u>Attachment Points</u>			
Single	\$55.02	\$56.23	2.2%
Family	143.48	146.64	2.2%
<u>SFL at Expected Cost</u>			
Single	\$49.24	\$50.33	2.2%
Family	128.41	131.24	2.2%
Administrative Expense			
% of claims	7.4%	7.4%	

Group Name: **Cass County Government**

Effective Date: **January 1, 2016**

SUGGESTED FUNDING LEVEL AT EXPECTED COST

	<u>Special SC 100</u>	<u>Special SC 100 OOA</u>	<u>Dental 171</u>
Single	\$572.07	\$587.44	\$50.33
SPD	1,006.85	1,033.89	
Family	1,487.32	1,527.29	131.24

SUGGESTED FUNDING LEVEL AT MAXIMUM COST

Single	\$665.24	\$683.69	\$60.39
SPD	1,170.83	1,203.29	
Family	1,729.57	1,777.53	157.49

RX: Deemed Creditable

Note: Net of BlueCard® fees.

The SFLs do not include the Patient Centered Outcomes Research Tax and the Transitional Reinsurance fees. The Transitional Reinsurance fee is \$2.25 per member per month in 2016. The Patient Centered Outcomes Research Tax is unknown for 2016 at this time. These fees are subject to change by the Federal Government.

Date Printed: 07/29/2015

Note: The information provided by the Plan Sponsor/Plan Administrator on this Summary Plan Description Worksheet is not part of the Plan for purposes of the group health insurance coverage or third-party administrative services offered by BCBSND. The information is collected by BCBSND solely for purposes of assisting the Plan Administrator in drafting a Summary Plan Description and does not otherwise affect the group health insurance coverage or third-party administrative services purchased from BCBSND.

SUMMARY PLAN DESCRIPTION WORKSHEET

Group Name: Cass County Government
Address: PO Box 2806
Fargo, North Dakota 58108-2806

Group Number: 10033

The following information needs to be provided each year to support the development of a Summary Plan Description.

PLAN NAME: Cass County Government Group Benefit Plan
[Formal name used on your 5500 form]

PLAN SPONSOR NAME AND ADDRESS:

[The employer, association, committee, joint board of trustees, parent, or most significant employer of a group of employers all of which contribute to the same plan, or other similar representative of the parties that determines, maintains, modifies or terminates the plan.]

Name: Cass County Government
Address: PO Box 2806
Fargo, ND 58108-2806

PLAN SPONSOR'S IRS EMPLOYER IDENTIFICATION NUMBER: 45-6002205

PLAN NUMBER ASSIGNED BY THE PLAN SPONSOR: N/A

[The Plan Number is a classification code used for filing with the Department of Labor and the Internal Revenue Agency. This three digit number is on your 5500 form.]

PLAN ADMINISTRATOR'S NAME, BUSINESS ADDRESS AND BUSINESS TELEPHONE NUMBER:

[The association, committee, joint board of trustees, parent, or person designated under the terms of the health plan as the Plan Administrator serving in a fiduciary role in administering the terms of the health plan and, where not designated, the Plan Sponsor.]

Name: Cass County Government
Address: PO Box 2806
Fargo, North Dakota 58108-2806
701-241-5601

NAME AND ADDRESS OF AGENT FOR SERVICE OF LEGAL PROCESS:

Name: Michael Montplaisir
Cass County Auditor
Address: 211 9th Street South
Fargo, North Dakota 58108-2806

Date Printed: 07/29/2015

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF PLAN ADMINISTRATOR:

[The individual to whom the Company will communicate any notice, direction, requisition or request. This individual designates the employees authorized to receive PHI. If this individual will also receive PHI, list their name and title below in the "Name and Title of Employees Authorized to Receive Protected Health Information."]

Name: Michael Montplaisir Name:

Title: County Auditor Title:

NAME AND TITLE OF AUTHORIZED OFFICER:

[The individual who will sign the Service Agreement, Stop-Loss Contract and/or Amendments.]

Name: Michael Montplaisir Name:

Title: County Auditor Title:

NAME AND TITLE OF EMPLOYEES AUTHORIZED TO RECEIVE PROTECTED HEALTH INFORMATION:

The following employees or classes of employees or other workforce members under the control of the Plan Sponsor may be given access to members' Protected Health Information received from the Group Health Plan or a health insurance issuer or business associate servicing the Group Health Plan.

Name: Michael Montplaisir Cindy Stoick

Title: County Auditor HR Supervisor

Name: Keith Berndt Brielle Edwards

Title: County Administrator HR Assistant

This list includes every employee or class of employees or other workforce members under control of the Plan Sponsor who may receive the Member's Protected Health Information relating to payment under, health care operations of, or other matters pertaining to the Group Health Plan in the ordinary course of business.

STATEMENT OF ELIGIBILITY TO RECEIVE BENEFITS:

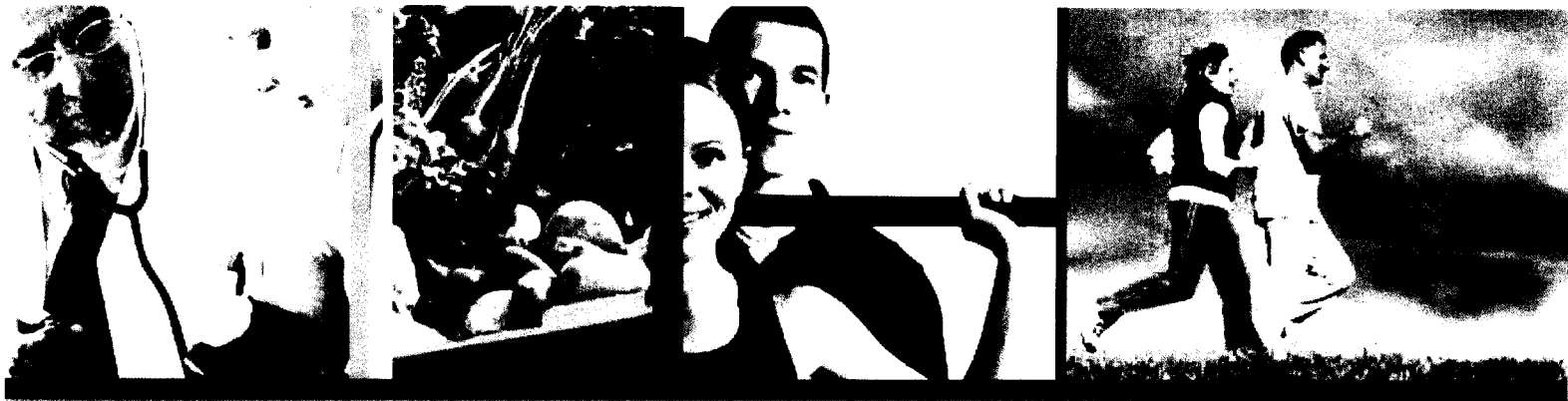
[When employees become eligible for plan benefits.]

30 days or 160 hours.

IF THERE ARE TRUSTEES OF THE PLAN, LIST THE NAME, TITLE, AND ADDRESS OF THE PRINCIPAL PLACE OF BUSINESS OF EACH TRUSTEE:

Name: _____ Name: _____

Address: _____ Address: _____



Dear Blue Cross Blue Shield of North Dakota Member:

You're now eligible for two life-changing wellness programs, HealthyBlue and the Health Club Credit. Spouses who are 18 and older and covered under your health plan can participate, too. Blue Cross Blue Shield of North Dakota (BCBSND) is pleased to offer you both programs at no charge. Not only are they free to use, you can actually earn rewards for using them—up to \$250 per year. If you're wondering "what's the catch," here it is. You're required to play an active role in your health and well being. We're just giving you some incentive to get—and stay—motivated.

HealthyBlue gets to know you

Do you want to begin eating better? Run a marathon? Maybe you just want to get up off the couch. The HealthyBlue wellness website gives you tools for success, no matter where you are on the fitness scale. HealthyBlue creates a confidential, personalized wellness plan, tailored to your lifestyle and wellness goals. Then, based on your preferences, it gives you resources to execute your plan and track your success.

You'll want to visit HealthyBlue regularly to:

- Participate in online wellness workshops and customized challenges
- Discover inspirational articles on healthy living
- Track your progress
- Watch your rewards accumulate and redeem them for gift cards

Health Club Credit—exercise and earn money

If your health journey includes exercising at a participating health club, you can earn up to \$20 each month you use the club 12 or more days. The health club reports your participation and you receive your credit the following month.

Find participating clubs or nominate your club at NIHCA.org.

So what are you waiting for? Start moving toward a healthier life today.

BCBSND Health and Wellness Team



Get registered today!

1. Go to HealthyBlueND.com
2. Click on "Not registered? Sign Up Now."
3. Register and record your username and password on the enclosed card.
4. Complete your Health Assessment

*You may use the enclosed *Know Your Numbers* card to record optional health information from your doctor's office that will be helpful in completing your Health Assessment.



Start getting your Health Club Credit

1. Complete your Health Assessment (see above).
2. Go to a participating NIHCA* club and complete an enrollment form (bring your BCBSND ID card).
3. Exercise at least 12 days per month. Make sure the club records each visit.
4. Notify the club of any changes in your health insurance coverage.

For more information:

- Read the enclosed FAQ
- Contact health club staff

*NIHCA (National Independent Health Club Association) is an independent company assisting in the administration of BCBSND's health and wellness program.



An independent licensee of the Blue Cross & Blue Shield Association.
Northern Mutual Insurance Company

HealthyBlueND.com

WELLNESS SERVICES AGREEMENT

This Wellness Services Agreement ("Agreement") is entered into between **Cass County Government** ("the Employer") and Blue Cross Blue Shield of North Dakota ("the Company") for the provision of certain wellness-related services. The terms of this Agreement are as follows:

WITNESSETH:

WHEREAS, by virtue of separate agreements with wellness vendors, the Company has the ability to offer wellness-related services to employers; and

WHEREAS, the Employer has requested that the Company provide wellness-related services to certain employees, retirees, and their dependents, as more fully described herein; and

WHEREAS, the Company has agreed to provide wellness-related services to the Employer's certain employees, retirees, and their dependents, as more fully described herein; and

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

I. EFFECTIVE DATE

The effective date of this Agreement is **January 1, 2016**. The Agreement will continue in effect for a period of one year with automatic one-year renewals thereafter, unless terminated earlier as specified in Section VIII. TERMINATION.

II. SERVICES PROVIDED BY THE COMPANY

The Company agrees to provide the services and functions as identified and set forth in one or several Statements of Work attached to this Agreement and hereby incorporated by reference.

III. RESPONSIBILITIES OF THE EMPLOYER

A. During the term of this Agreement, the Employer shall be responsible for the following:

1. The Employer shall provide the Company with periodic reports and information in order for the Company to effectively provide the services designated in this Agreement. These reports/information include:
 - a. Certification/verification of eligibility of employees, retirees, and their dependents for the designated services; and
 - b. All other membership information that is required by the Company to fulfill its obligations under this Agreement.

All information shall be provided at such time as it is requested by the Company. The Company shall not be responsible for delay in the performance of the Agreement or for the nonperformance of this Agreement which is caused by, or contributed to, in whole or in part by, the failure of the Employer to immediately furnish required information or documentation.

B. The Employer agrees to abide by all policies and procedures adopted by the Company relating to the Company's provision of services under this Agreement.

C. Upon termination of this Agreement and/or termination of any services under this Agreement, the Employer shall be responsible for providing notice of such termination to its employees, retirees, and their dependents. The Company shall not be liable to the Employer or its employees, retirees, and their dependents for any fees, costs, expenses or other liabilities due to the Employer's actions or inactions related to such notice of termination.

- D. The Employer will have sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the services provided under this Agreement. The Company will have no responsibility for or liability with respect to the Employer's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

The Employer assumes sole responsibility for determining whether the services provided under this Agreement are governed by the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et seq. The Company makes no warranty, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose regarding the services provided under this Agreement.

- E. The Employer acknowledges that any fees and charges payable under this Agreement are exclusive of, and that the Employer shall pay, any sales, use, personal property, value-added, excise and other taxes that may be imposed by governmental agencies with respect to the services contemplated by this Agreement, including penalties and interest. The Employer further acknowledges that the services provided under this Agreement may result in personal tax obligations including, but not limited to, taxable income for its employees, retirees, and their dependents. The Company does not provide legal or tax advice and expressly disclaims responsibility for determining, on behalf of the Employer or any individual, the legal and tax implications of the services provided under this Agreement. The Company shall not be responsible for any tax liability and encourages the Employer to discuss the potential tax implications with its legal and/or tax professional.

IV. **PLAN AMENDMENT AND MODIFICATION**

This Agreement and its Statements of Work constitute the entire Agreement between the parties hereto. No promises, terms, conditions or obligations other than those contained in this Agreement are valid or binding. Any prior agreements, statements, promises, negotiations, inducements or representations, either oral or written, made by either party or agent of either party that are not contained in this Agreement are of no effect. Changes to this Agreement or any Statements of Work may be made only by a written amendment signed by duly authorized representatives of the parties. In the case of BCBSND, such an amendment is valid only if signed by the President and Chief Executive Officer of BCBSND. In the case of the Employer such an amendment is valid only if signed by the County Auditor. No other employee or agent of the Company or the Employer shall have the authority to amend this Agreement or waive any of its provisions.

V. **FEES AND CHARGES**

- A. The Company will provide a billing statement to the Employer of all fees and charges for the services provided pursuant to this Agreement. All such fees and charges shall be paid by the Employer immediately upon receipt of said billing statements.
- B. The Company reserves the right to adjust the service fees and charges upon giving the Employer 31 days written notice.
- C. Upon the termination of this Agreement or any designated service pursuant to Section VIII. TERMINATION, the Company will provide a final billing statement to the Employer within 60 days of the later date of: (1) the effective date of termination of the Agreement or any designated service; or (2) the end of the run-out period identified in any Statement of Work. Employer shall pay such final billing statement immediately upon receipt.

VI. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of North Dakota.

VII. DISPUTES AND INDEMNIFICATION

- A. The Employer agrees to indemnify the Company and hold it harmless against any and all losses, damages, and/or expenses, including but not limited to attorneys' fees and court costs, resulting from or arising out of claims, demands, suits, or actions brought against the Company related to and/or arising out of or related to the performance of services by any party under this Agreement.
- B. The Company agrees to hold the Employer harmless against any and all loss, damage, and/or expenses under this Agreement resulting from dishonest, fraudulent, or criminal acts of the Company's employees acting within the scope of their employment.
- C. Legal matters shall be referred by the Company to the Employer. Where the Company is not a party to such matters, the decision to defend a legal action or a suit in equity shall be the responsibility of the Employer. Notwithstanding the above, if litigation is filed naming the Company as a defendant, the Company will have the right to manage the litigation and determine whether to pay, compromise, litigate, or appeal the litigation and submit all defense costs incurred to the Employer for reimbursement in accordance with Section VII.(A) of this Agreement. If the Company agrees to pay or compromise such litigation, the Employer may not seek contribution or indemnity for any additional loss, damage, and/or expenses incurred in connection with such litigation, notwithstanding Section VII.(B) above.

VIII. TERMINATION

- A. If any law or regulation is enacted by the United States or by any state or if any existing law is interpreted to prohibit the continuance of this Agreement, it shall terminate automatically on the effective date of such law or regulation or date of interpretation.
- B. Any party may terminate this Agreement or any Statement of Work by giving 60 days prior written notice to the other party. Written notice shall be sent certified mail return receipt requested.
- C. This Agreement shall automatically and immediately terminate when there exists no enforceable Statements of Work attached to this Agreement.
- D. This Agreement shall automatically terminate on the date of termination of the Employer's separate agreement with the Company for claims administration services for the Employer's self-funded group health plan.

IX. GENERAL PROVISIONS

- A. This Agreement is between the Company and the Employer and does not create any rights or legal relationships between the Company and any of the Employer's employees, retirees, or their dependents.
- B. If one or more provisions of this Agreement are determined to be illegal or otherwise unenforceable, such determination shall not affect the legality or enforceability of the remaining provisions of this Agreement.
- C. The Employer acknowledges that it does not have any right in, nor will it use without the written approval of the Company, any trademark, copyrighted, proprietary or confidential information of the Company. Further, the Employer agrees that it will not use information deemed to be confidential by the Company for any purpose unrelated to this Agreement.
- D. The Employer warrants that it is a corporation, partnership, or proprietorship existing under the laws of North Dakota and that the signator below has the authority to bind the Employer in this Agreement. The Company warrants that the signator(s) below has the authority to bind the Company in this Agreement.

- E. The Employer hereby expressly acknowledges and understands that the Company is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting the Company to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that the Company is not contracting as an agent of the Association. The Employer further acknowledges and agrees this Agreement was not entered into based upon representations by any person or entity other than the Company and that no person, entity, or organization other than the Company shall be held accountable or liable to the Employer for any of the Company's obligations to the Employer created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Company other than those obligations created under other provisions of this Agreement.
- F. The Company is and shall remain an independent contractor with respect to the services being performed under this Agreement and shall not for any purpose be deemed an employee of the Employer. Further, the Company and the Employer shall not be deemed partners, involved in a joint venture, or governed by any legal relationship other than that of independent contractor.
- G. If the Company provides paper, digital or online versions of any documents to the Employer for distribution to the Employer's employees, retirees, and their dependents, the Employer agrees that it will not alter, modify or change the language of the documents. In the event of any conflict or liability that might arise as the result of any alterations, modifications or changes by the Employer, the Company's original version of the document at issue will be the controlling document and the Employer shall be responsible for all costs and expenses related to such conflict or liability.

X. NOTICE

The Company shall be entitled to rely upon the accuracy of any communication from authorized representatives of the Employer. The Company shall not be bound by any notice, direction, requisition, or request unless and until it shall have been addressed to the following person and sent certified mail return receipt requested to:

Timothy Huckle, President and CEO
BLUE CROSS BLUE SHIELD OF NORTH DAKOTA
4510 13th Avenue South
Fargo, North Dakota 58121

The Employer shall be entitled to rely upon the accuracy of any communication from authorized representatives of the Company. The Employer shall not be bound by any notice, direction, requisition, or request unless and until it shall have been addressed to the following person and sent certified mail return receipt requested to the Employer at:

Michael Montplaisir, County Auditor
CASS COUNTY GOVERNMENT
PO Box 2806
Fargo, North Dakota 58108-2806

XI. COUNTERPARTS AND BINDING EFFECT

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in their names by their undersigned officers, the same being duly authorized to do so.

CASS COUNTY GOVERNMENT
PO Box 2806
Fargo, North Dakota 58108-2806

BLUE CROSS BLUE SHIELD OF NORTH DAKOTA*
4510 13th Avenue South
Fargo, North Dakota 58121

By: _____



Title: _____

Its President and CEO

Date: _____

November 19, 2015

*An Independent Licensee of the Blue Cross and Blue Shield Association.

STATEMENT OF WORK

HEALTHYBLUE

This Statement of Work sets forth the services to be provided to **Cass County Government** (“the Employer”) by Blue Cross Blue Shield of North Dakota (“the Company”) pursuant to the Wellness Services Agreement (“Agreement”) in place between the parties and into which this Statement of Work is incorporated by reference.

I. DEFINITIONS

- A. **ELIGIBLE MEMBER** – a Subscriber (as defined in the Employer’s self-funded group health plan) and the Subscriber’s spouse under a legally existing marriage. The Eligible Members must be 18 years of age or older and enrolled in the Employer’s self-funded group health plan in order to be eligible for HealthyBlue.
- B. **SUPPORT SERVICES** – the services identified in Section IV of this Statement of Work that are available to the Employer’s Eligible Members through HealthyBlue.

II. EFFECTIVE DATE

The effective date of this Statement of Work is **January 1, 2016**, and will continue in effect through December 31st of the current calendar year, unless terminated earlier as specified in Section VIII. TERMINATION of the Agreement.

III. FEES AND CHARGES

As compensation for the services identified in this Statement of Work, the Employer shall pay the Company \$0.34 per Eligible Member per calendar month and an amount equal to the dollar value of all points redeemed by Eligible Members. If, in addition to this Statement of Work, the Employer has entered into a Statement of Work with the Company for the BlueQ program, the Employer’s payment under this Statement of Work shall be reduced to \$0.29 per Eligible Member per calendar month as of the effective date of the other Statement of Work. Upon termination of the BlueQ Statement of Work, the Employer’s payment under this Statement of Work shall revert to \$0.34 per Eligible Member per calendar month effective the first of the month after termination of the BlueQ Statement of Work. The Company will periodically provide a billing statement to the Employer identifying owed amounts, and the Employer shall remit the entire payment immediately upon receipt of said billing statements.

IV. SUPPORT SERVICES

The Support Services available to Eligible Members through the HealthyBlue website shall include the following Internet-based software services, content and fitness-related services.

A. On-Line Tools

1. Online health profile plan includes targeting of specific goals and support materials to wellness Members based upon his or her individual needs.
2. Fitness, nutrition and weight trackers to support the overall health of each Member and focus on each area of health improvement.
3. Health Library, healthy recipes and articles including targeted online educational materials in support of his or her individual health profile plan.
4. Direct e-mail support to a dietician and trainer via “ask an expert” feature.

B. On-Line Incentive and Reward Tracking Services

Eligible Members may earn “points” as they interact with the HealthyBlue website in accordance with the rules set forth on the HealthyBlue website (the “Reward Rules”). Points are awarded when Eligible Members log-in, read articles, ask questions, and report on their activity and progress, all in accordance with and subject to the applicable Reward Rules. Points may qualify Eligible Members to redeem points on the HealthyBlue website.

1. Subject to the paragraphs immediately below, all earned points will be available for redemption by Eligible Members as the points are accrued on the HealthyBlue website.
2. If the Employer terminates the Agreement or this Statement of Work prior to an Eligible Member's redemption of earned points, all earned points will be available for redemption by Eligible Members on the HealthyBlue website only during the last month of the Employer's participation. For example, if the Employer provides its 60-day notice of termination on April 15, the points will be available for redemption by Eligible Members through June 30. Any unredeemed points will be forfeited.
3. Likewise, if an Eligible Member loses eligibility under this Statement of Work prior to the Eligible Member's redemption of points, the Eligible Member's earned points will be available for redemption on the HealthyBlue website only during the last month of the Eligible Member's eligibility. For example, if the Eligible Member loses eligibility on April 15, the points will be available for redemption through April 30. Any unredeemed points will be forfeited.

C. Health Assessment Form

Eligible Members will be provided with access through the HealthyBlue website to a health assessment form intended for annual use to help define Eligible Members' current health status and identify risk factors.

V. **HEALTHYBLUE WEBSITE USE PROVISIONS**

A. License Restrictions

The Employer agrees not to: (a) use the HealthyBlue website, the Support Services or the rights granted by this Agreement in violation of any law or regulation, or to facilitate the violation of any law or regulation; or (b) violate, or assist in violating, the security of the HealthyBlue website.

B. Additional Restrictions

The Employer and its Eligible Members shall use the HealthyBlue website and the Support Services only for the purposes described in this Agreement and shall not at any time: (a) modify, decompile, disassemble or reverse engineer the software used in providing the HealthyBlue website or the Support Services or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software, except to the extent the provisions of this clause are expressly prohibited by applicable law; (b) create derivative works based on the Support Services, the software or the HealthyBlue website; or (c) copy, assign, pledge, rent, lease, time share, bundle, display, distribute, sell, sublicense, license or grant any rights in the Support Services or the HealthyBlue website to any third-party without the prior written consent of the Company.

C. Ownership

The Employer acknowledges that it has no right, title or interest in or to any components of the Support Services, the software and the HealthyBlue website nor to any content, documentation, technology, trade secrets, copyrights, patent rights, ideas and trademarks contained therein or related thereto (the "Property"). The Employer is not granted any intellectual property rights, or any other rights or licenses with respect to the Property. The Employer further acknowledges and agrees that it shall have no right to receive access or use any source code with respect to the software.

D. Terms of Use

The Company and the Employer agree that the Eligible Members' access and use of the Support Services and the HealthyBlue website will be governed by the standard "Terms of Use," a copy of which shall be located on the HealthyBlue website.

E. Service Level Expectations

1. With the exception of: (i) planned maintenance and other planned outages; (ii) problems with the Employer's equipment and facilities; (iii) any outages due to the acts or omissions of the Employer or its Eligible Members; and (iv) any other outages due to causes beyond the control of the Company and/or the Company's wellness vendor or which are not reasonably foreseeable by the Company or the Company's wellness vendor (including, but not limited to, interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures), the Company will undertake its reasonable best efforts to maintain the availability of the HealthyBlue website to the Employer and its Eligible Members during each calendar month of this Agreement.
2. The Company also agrees to furnish this access in a reasonably expeditious manner generally consistent with the interests of the Employer and to use the degree of skill and diligence normally employed by professionals performing the same or similar services. Notwithstanding the foregoing, the Employer recognizes that the Internet consists of multiple participating networks that are separately owned and therefore are not subject to the control of the Company and/or the Company's wellness vendor. Malfunction of, or cessation of Internet services by Internet service providers or of any of the networks that form the Internet may make resources the Employer wishes to use temporarily or permanently unavailable. The Employer agrees that the Company shall not be liable for damages incurred or sums paid when the Support Services are temporarily or permanently unavailable due to malfunction of, or cessation of Internet services by network(s) or Internet service providers not subject to the control of the Company and/or the Company's wellness vendor, or due to any accident or abuse by the Employer or its Eligible Members.

F. Disclaimer of Warranties

THE COMPANY PROVIDES THE SUPPORT SERVICES TO THE EMPLOYER PURSUANT TO A CONTRACTUAL ARRANGEMENT WITH A THIRD-PARTY WELLNESS VENDOR. THEREFORE, THE COMPANY PROVIDES THE SUPPORT SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE OR COURSE OF DEALING. MOREOVER, THE COMPANY MAKES NO WARRANTY OF ANY KIND AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUPPORT SERVICES, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THE SUPPORT SERVICES.

VI. **MISCELLANEOUS PROVISIONS**

- A. The Company will provide the Employer with an employee welcome letter, including HealthyBlue website and log-in information for the Employer's distribution to its employees.
- B. The Company, on its own and/or through its wellness vendor, will provide ongoing assistance to the Employer with enrollment, customer service and education.
- C. The Employer assumes sole responsibility for determining whether the services provided under this Agreement are governed by the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations codified at 45 C.F.R. Parts 160-164 and the Employer's responsibilities related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed, in their names by their undersigned officers, the same being duly authorized to do so.

CASS COUNTY GOVERNMENT
PO Box 2806
Fargo, North Dakota 58108-2806

BLUE CROSS BLUE SHIELD OF NORTH DAKOTA*
4510 13th Avenue South
Fargo, North Dakota 58121

By: _____



Title: _____

Its President and CEO

Date: _____

November 19, 2015

*An Independent Licensee of the Blue Cross and Blue Shield Association.

STATEMENT OF WORK

HEALTH CLUB CREDIT

This Statement of Work sets forth the services to be provided to **Cass County Government** ("the Employer") by Blue Cross Blue Shield of North Dakota ("the Company") pursuant to the Wellness Services Agreement ("Agreement") in place between the parties and into which this Statement of Work is incorporated by reference.

I. DEFINITIONS

- A. **ELIGIBLE MEMBER** – a Subscriber (as defined in the Employer's self-funded group health plan) and the Subscriber's spouse under a legally existing marriage. The Eligible Members must be 18 years of age or older and enrolled in the Employer's self-funded group health plan in order to be eligible for the health club credit.

II. EFFECTIVE DATE

The effective date of this Statement of Work is **January 1, 2016**, and will continue in effect through December 31st of the current calendar year, unless terminated earlier as specified in Section VIII. **TERMINATION** of the Agreement.

III. HEALTH CLUB CREDIT

- A. The Company shall provide a monthly credit to any Eligible Member of the Employer who completes 12 daily workout sessions at a health club location that has a valid participation arrangement with the National Independent Health Club Association (NIHCA – an independent company assisting in the administration of the Company's wellness programs) during a calendar month during the term of this Agreement. Each of the Eligible Member's 12 daily workout sessions must occur at the same health club location for which the Eligible Member has a health club membership (certain exceptions may apply). The amount of the monthly credit for each Eligible Member shall be the lesser of \$20.00 or the amount of the participating health club's monthly dues.
- B. All earned health club credits will be applied to the Eligible Member's health club membership or direct deposited into the Eligible Member's designated financial account (if the direct deposit method has been selected by the participating health club) one calendar month following the calendar month of completion of the requisite 12 daily workout sessions. For example, if the Eligible Member completes 12 daily workout sessions during the calendar month of March, the Eligible Member's health club membership or financial account will be credited in the month of April.
- C. The Company will provide the Employer with an employee welcome letter and list of frequently asked questions ("FAQs") for the Employer's distribution to its employees. The FAQs are subject to change without notice.
- D. The Company will provide ongoing assistance to the Employer with enrollment, customer service and education.

IV. NIHCA PARTICIPATING HEALTH CLUB CENTERS

A listing of NIHCA participating health club centers is available online at www.nihca.org and is subject to change without notice.

V. FEES AND CHARGES

- A. As compensation for the services identified in this Statement of Work, the Employer shall pay the Company an amount equal to the total health club credit applied to Eligible Members' health club memberships or financial accounts for each month plus a 10% monthly administrative fee. The Company will periodically provide a billing statement to the Employer identifying owed amounts, and the Employer shall remit the entire payment immediately upon receipt of said billing statements.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed, in their names by their undersigned officers, the same being duly authorized to do so.

CASS COUNTY GOVERNMENT
PO Box 2806
Fargo, North Dakota 58108-2806

BLUE CROSS BLUE SHIELD OF NORTH DAKOTA*
4510 13th Avenue South
Fargo, North Dakota 58121

By: _____



Title: _____

Its President and CEO

Date: _____

November 19, 2015

*An Independent Licensee of the Blue Cross and Blue Shield Association.



Office of the Sheriff

Paul D. Laney, Sheriff

December 9, 2015

RECEIVED

DEC 11 2015

CASS COUNTY COMMISSION

Chad Peterson, Portfolio Commissioner
Cass County Commission
Cass County Courthouse
Fargo, ND 58103

Re: Renewal Cass County Jail Contract with Family Healthcare

Chairwoman Mary Scherling,

Attached is a contract renewal from Family Health Care, to provide ongoing medical care for jail inmates. This contract contains additional care, and increased costs, both of which were requested by the Cass County Sheriff's Office and approved by this commission in the 2016 budget.

There are also provisions for optional services that we currently do not use, but this contract would enable us to do so. This contract also contains provisions for electronic medical records. We would pay only a data storage fee of \$.50 per unique patient, and no license or user fees will be assessed.

A copy has been sent to the Cass County State's Attorney Office for review.

Suggested Motion: Move to approve the contract with Family Healthcare for medical services for the Cass County Jail inmates. The term of this contract is January 1, 2016-December 31, 2016.

Respectfully,

Michele D. Harmon
Administration/Court Services Division

Cass County Sheriff
211 9 St. S.
PO Box 488
Fargo, ND 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-271-2900
Fax: 701-271-2967

Cass County Detention
450 34 St. S.
Fargo, ND 58103-2229
Phone: 701-241-5845
Fax: 701-241-5936



Purchased Services Agreement

THIS PURCHASED SERVICES AGREEMENT (“Agreement”) is between Family HealthCare (“FHC”) and the Cass County Government, Sheriff’s Office (“CCSO”).

Recitals:

WHEREAS, FHC is a North Dakota nonprofit corporation subject to federal regulations;

WHEREAS, CCSO wishes to purchase health services from FHC; and

WHEREAS, the parties desire to set forth their understanding and agreement with respect to purchased services;

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the parties agree as follows.

Nature of Contract:

The objective of this agreement is to provide an easily accessible and coordinated system of health services to clients of CCSO as needed and directed and in compliance with the jail standards of the National Commission on Correctional Health Care (NCCHC).

Article 1 Term and Services

- 1.1 Term of Agreement.** This agreement shall have a one (1) year term beginning January 1, 2016 continuing through and terminating December 31, 2016; and unless FHC or CCSO provides prior written notice of non-renewal in accordance and subject to the parties right to terminate as described in Article II of this Agreement, shall renew automatically for additional one-year terms.
- 1.2 Services to be Provided.** This agreement shall include the provision of medical, lab and x-ray, and dental services on-site and off-site for clients of CCSO. Additionally, this agreement includes provisions for authorized access to FHC’s EMR (electronic medical record), Centricity. Upon CCSO’s request, FHC may also provide behavioral health services, and staffing services to support scanning, imaging, indexing and storage of CCSO patients’ historical paper medical records.
- 1.3 Designation of Providers.** All FHC providers shall be either employees of FHC or independent contractors under agreement with FHC. Nothing in this Agreement shall imply that FHC employed providers or FHC contracted providers are employees or agents of CCSO nor shall CCSO employees or contracted staff be considered employees or agents of FHC. As such, both parties agree to follow all federal, state, county and municipal mandated benefits or regulations promulgated by these agencies.
- 1.4 FHC Responsibilities.** FHC will be responsible for the following; to:

- 1.4.1 Designate a medical provider to deliver on-site medical care during scheduled “sick call” no less than two (2) times weekly;
 - 1.4.2 Provide for the availability of a medical provider at Family HealthCare in Fargo to provide medical services, if recommended by the Registered Nurse at the CCSO or by a Provider at FHC or when a CCSO client’s condition requires more advanced care than can be safely and adequately provided at the CCSO jail;
 - 1.4.3 Provide off-site lab and radiology (x-ray) services as necessary;
 - 1.4.4 Review the nursing assessments and required physicals completed by the CCSO nurse and assigned to FHC providers for further review by the CCSO nurse;
 - 1.4.5 Participate in the review of CCSO Comprehensive Quality Improvement (CQI) program;
 - 1.4.6 Provide medical provider consultation for CCSO staff during FHC clinic hours and also be available for phone consultation on a 24-hour a day basis to CCSO staff regarding CCSO client medical needs;
 - 1.4.7 Provide employee physicals for CCSO employees as directed by Exhibit I and through scheduling coordinated by the CCSO employee through FHC;
 - 1.4.8 Provide access to basic dental services at the Family HealthCare Dental Clinic in Fargo;
 - 1.4.9 Provide access to basic behavioral health services at the Family HealthCare Clinic in Fargo as requested by CCSO;
 - 1.4.10 Provide access to, and training on, FHC’s EMR system, Centricity; and
 - 1.4.11 As requested by CCSO, FHC may also provide staffing services to support scanning, imaging, indexing and storage of CCSO inmates’ historical paper medical records.
- 1.5 **CCSO Responsibilities.** CCSO will be responsible for the following; to:
- 1.5.1 Provide assistance to CCSO clients in the comprehensive completion of a medical screening questionnaire to acquire the necessary detail for the FHC provider to further evaluate the CCSO client’s medical needs;
 - 1.5.2 Assist FHC in obtaining the necessary registration information (who, what, when, where and why) so FHC may document the needed demographics;
 - 1.5.3 Provide space and hand washing facilities to be used for the purpose of performing assessments and treatment as well as the provision of appropriate space for supplies and equipment needed for the provision of care;

- 1.5.4 Provide a locked file or room for use in the maintaining of confidential records for CCSO clients and access for FHC to a telephone in a location that will assure confidentiality;
 - 1.5.5 Provide CCSO personnel to accompany the CCSO client during on-site assessments and treatments, if requested by FHC personnel or deemed necessary by CCSO correctional staff;
 - 1.5.6 Provide the necessary personnel and transportation to assure seamless security and protection for CCSO clients needing medical care at an FHC clinic (during normal FHC business hours) or to any other health facility under the direction of FHC staff or as needed in the case of an emergency;
 - 1.5.7 Identify CCSO staff from whom FHC providers can seek consultation or assistance in the event of an emergency or unexpected occurrence;
 - 1.5.8 Remove any FHC provider from a health examination if problems occur between the FHC provider and CCSO client and promptly notify the FHC Medical Director or Chief Executive Officer in writing if such a problem arises;
 - 1.5.9 When employee physicals are needed, instruct CCSO employees to schedule the appointment at the FHC clinic and identify the examination as a "Cass County Sheriff's Office" employee physical and preschedule the appointment, including any special request diagnostics.
- 1.6 **Joint Responsibilities.** CCSO and FHC will be jointly responsible for the following; to:
- 1.6.1 Participate in an annual performance review with correctional health staff and the jail administrator to assess quality and operational performance and provide feedback to both parties.

Article II
Agreement Termination

- 2.1 **Termination by FHC.** FHC shall have the right to terminate this Agreement upon such notice and for such reasons as follows:
- 2.1.1 **Mutual Consent.** Immediately, upon the mutual written consent of both parties.
 - 2.1.2 **Without Cause.** At any time, with or without cause, upon sixty (60) days prior written notice to CCSO.
 - 2.1.3 **Breach.** Upon thirty (30) days prior written notice to CCSO if CCSO fails to perform or correct non-performance of any term of this agreement.
- 2.2 **Termination by CCSO.** CCSO shall have the right to terminate this Agreement upon such notice and for such reasons as follows:

- 2.2.1 **Mutual Consent.** Immediately, upon the mutual written consent of both parties.
- 2.2.2 **Without Cause.** At any time, with or without cause, upon sixty (60) days prior written notice to FHC.
- 2.2.3 **Breach.** Upon thirty (30) days prior written notice to FHC if FHC fails to perform or correct non-performance of any term of this agreement.

2.3 **Survival of Obligations.** In the event of termination of this Agreement, Article IV and V will continue in effect.

**Article III
Purchased Service Fees**

- 3.1 **Service Fees.** For health services delineated under this Agreement, fees due to FHC for services provided to CCSO will be determined by Exhibit I.
- 3.2 **Billing and Payment Procedures.** Billing and payment will occur in accordance with the following terms:
 - 3.2.1 All invoices for service rendered to CCSO will be sent to CCSO for payment; and
 - 3.2.2 CCSO shall reimburse FHC within forty-five (45) days of receipt for accepted billings.
 - 3.2.3 **No Partnership.** Nothing in this Agreement creates the relationship of partnership, joint venture, agent, principal or employer/employee between CCSO and FHC. They have a contractual relationship limited to the terms of this Agreement.

**Article IV
Indemnification, Confidentiality and Healthcare Record Access, Equitable Relief and Survival**

- 4.1 **Indemnification.** Each party agrees to indemnify and hold the other party harmless from and against all claims, causes of action, damages, loss, costs and expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by the other party and arising out of negligent acts of omissions, willful misconduct or breach of this Agreement by the indemnifying party or its officers, employees or agents.
- 4.2 **Confidentiality.** If agents of FHC or CCSO shall have access to or knowledge of information of a confidential nature, including medical records and protected health information, neither party shall, directly or indirectly, disclose or use, or permit the disclosure or use of any such information for purposes other than those necessary for the performance of Services rendered pursuant to this Agreement.
- 4.3 **Confidential Health Care Information.** All health care information and/or data concerning specific patients (including, but not limited to, the identity of the patients, whether or not an individual is a FHC patient or CCSO client, information about patient examinations, diagnosis, evaluation or treatment) relating to, derived from or obtained during the course of the duties

under this Agreement (collectively, “Confidential Health Care Information”) shall be treated by both parties to this agreement as confidential, and shall not be released, disclosed, or published to any person or entity other than to such other person or entities as are specifically designated by an authorized officer of FHC or CCSO, or as otherwise expressly permitted under applicable law.

- 4.4 Access to Healthcare Records.** All CCSO client healthcare records shall remain under the ownership and control of CCSO and confidentiality of all records shall be the sole responsibility of CCSO. Access to said records shall be granted to FHC providers and staff.
- 4.5 Equitable Relief.** The parties agree that monetary damages would be inadequate to compensate either party to this agreement in the event of a breach by either party of the covenants and agreements set forth in this Article IV. Both parties agree and acknowledge that any such breach of this Article IV would cause irreparable injury and would entitle the parties to obtain injunctive or other equitable relief as may be proper and necessary against the threatened breach or continued breach in a court of competent jurisdiction without the necessity of proving actual damages, in addition to any other remedy available.

Article V

Non-Discrimination, Severability, Corporate Compliance and Notices

- 5.1 Non-Discrimination.** Neither party shall refuse to provide Services, or discriminate in the provision of Services, to any CCSO client, in any manner which is or would be contrary to any applicable state or federal law. If either party to this agreement discovers a violation of this provision, said party shall notify the other party in writing immediately.
- 5.2 Severability.** Should any one or more of the provisions of this Agreement for any reason be declared invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.3 Notices.** All notices, demands, requests and other communications shall be in writing and shall be deemed to have been given upon actual delivery or three (3) business days subsequent to mailing by certified United States mail, addressed as follows:

If to FHC:

Family HealthCare
Attn: Patrick Gulbranson
301 NP Ave.
Fargo, ND 58102

If to CCSO:

Cass County Government, Sheriff’s Office
Attn: Chair, Cass County Commission
211 9th Street South
Fargo, ND 58108

Article VI

General

- 6.1 **Assignment and Binding Effect.** This agreement is not transferable. As a service agreement, neither party may assign this Agreement or delegate duties under this Agreement to any other party except as provided in Article I, paragraph 1.3 of the Agreement.

- 6.2 **Headings.** The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

- 6.3 **No Third Party Beneficiaries.** The parties to this Agreement have not entered into this Agreement for the benefit of any third party and do not intend that any benefits of this Agreement inure to the benefit of any third party.

- 6.4 **Entire Agreement.** This Agreement and its Exhibits constitute the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersede all prior agreements, understanding, promises and representation concerning the subject matter hereof.

- 6.5 **Non-Exclusivity.** Nothing in this Agreement shall be construed to create an exclusive relationship between FHC and CCSO.

- 6.6 **Amendments.** Any of the terms of this agreement and its exhibits, may only be modified by mutual agreement of the parties incorporated in proper written amendments to the Agreement signed by both parties.

- 6.7 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Dakota.

Article VII

IN WITNESS THEREOF, this Purchased Services Agreement has been executed between FHC and CCSO on the date-executed below.

Family HealthCare

By _____
Signature

Date-Executed

Print _____

Cass County Commission

By _____
Signature

Date

Print _____

Exhibit 1

Components and Fees for CCSO Inmate Medical, Lab and X-ray, Dental Services, Behavioral Health Services; Employment Physicals; Medical Consultation and On-Call Coverage; and EMR Access, Storage, and Transfer of Paper Medical Records to FHC's EMR.

This Exhibit shall have an initial term coinciding with the Initial Term as defined by Article I, paragraph 1.1 of the Agreement

This Exhibit may be amended according to Article VI of the Agreement.

Inmate Medical Services

Professional medical services provided by FHC professional staff to CCSO clients will be billed at a rate of \$5,971/month, subject to adjustment on January 1 of each year. This fee accounts for professional medical services not to exceed 325 inmate encounters per year. Should volumes significantly increase, FHC would request the opportunity to discuss adjustment if the volumes impact the resources required to deliver the service. The fee includes administrative responsibilities, on-call services (24 hour on-call availability) and clinical review processes as stated in Article I of the Agreement.

Employment Physical (99385)

Fee = \$229.00/Physical

1. Record patient's vitals
2. Record a problem focused history
3. Conduct an expanded problem focused examination
4. Review the Patient's pertinent past medical, family and social history
5. Conduct a review of systems with particular focus on cardiovascular and pulmonary health
6. Examine and question the patient to detect communicable diseases

Lab and X-Ray Services

Services will be billed separately from professional services and in accordance with the FHC and Reference lab fee schedule.

Inmate Dental Services

Services will be billed at the standard fee schedule approved on an annual basis by the FHC Board of Directors. Services will be limited to those approved by CCSO to have been provided to patients.

Access to FHC's Electronic Medical Record (EMR) - Centricity

CCSO will be provided inquiry and update capability to FHC's EMR. HIPAA data, privacy, and security provisions will be detailed in FHC's Business Associate Agreement (BAA) and Confidentiality Statement. All CCSO staff will be required to review and comply with all required provisions. User codes and passwords will be assigned to designated staff and orientation training will be provided, encompassing EMR basics, privacy and security training. The costs for storage of electronic medical records will be calculated based on total number of patients seen by FHC providers during the contract year. CCSO will be billed at the rate of \$.50 per unique patient.

Historical Medical Record Scan/Image/Index/File

With respect to historical paper medical records that are housed at CCSO, CCSO may desire to digitize those historical records into an electronic form and index, and electronically file within FHC's EMR. FHC can provide trained staffing to support the above-mentioned activities. FHC staffing costs will be set at the rate of \$20.00/hour.

Inmate Behavioral Health Services

Services will be billed at the standard fee schedule approved on an annual basis by the FHC Board of Directors. Services will be limited to those approved by CCSO to have been provided to patients.

Detailed invoices will be provided on a monthly basis for each of the above services.



Information Technology

Terry Schmaltz
IT Director
701-241-5723

MEMO

RECEIVED

DEC 14 2015

CASS COUNTY COMMISSION

TO: Cass County Commission
FROM: Terry Schmaltz, IT Director
DATE: Dec 14th, 2015
SUBJECT: Sungard License Purchase

Dear Commissioners,

Enclosed is the quote for a software upgrade license with Sungard Public Sector for Cognos BI (Business Intelligence)

Cognos BI is replacing an existing product that has been discontinued. Cognos BI will be used by several department, mainly by accountants in the Auditors office to create custom reports from the general ledger and payroll systems.

This items included and approved in the 2016 budget.

SUGGESTED MOTION:

Move to authorize the Chairwomen to sign the Software license agreement with Sungard Public Sector in the amount of \$21,040.00

Terry Schmaltz
Information Technology Department

Box 2806
211 Ninth Street South
Fargo, North Dakota
58108

SUNGARD[®]
PUBLIC SECTOR

Add-On Quote

Quote Prepared By: Lynn Whidden 1000 Business Center Drive Lake Mary, FL 32746 Phone: (407) 304-3168 Fax: (407) 641-8998 Email: lynn.whidden@sungardps.com	Quote Prepared For: Alicia Hildebrand Cass County, ND 211 9th St. South Fargo, ND 58108 (701) 241-5606
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Quote	Date	Valid Until
Q-00011518	05/26/2015	08/24/2015

License Fees					
Third Party					
Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
BICOREMDSNL	Cognos BI: Base Bundle Multi-Data Source	1	10,000.00	10,000.00	1,600.00
Totals:			\$10,000.00	\$10,000.00	\$1,600.00

Professional Services										
Third Party										
Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services	
BICOREMDSN	Cognos BI: Base Bundle Multi-Data Source	Base Price: 640.00	1,400.00	9,000.00	0.00	0.00	0.00	0.00	11,040.00	
Totals:		\$640.00	\$1,400.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,040.00	

Third Party Products and Services										
									Third Party License Fees:	\$10,000.00
									Third Party Professional Services:	\$11,040.00
									Maintenance:	\$1,600.00
									Quote Total:	\$21,040.00

Product Notes

BICOREMDSNL: Includes multi-data source for 1 BI Administrator (includes Meta Data Models, Framework, Café, and SDK) and Anonymous BI Users. IBM Cognos BI Framework Manager is a metadata modeling tool used to map and normalize data sources. SunGard provides standard metadata with the licensing of Cognos BI. Additional professional services for Framework Manager are only necessary if you wish to modify, customize and maintain customer specific versions of the metadata or if the customer wishes to use Cognos BI to report on sources other than SunGard data sources. Cognos BI: Base Bundle NavilLine Multi-Data Source (BICOREMDSNL) introductory training includes the following:

Training Title: Delivery-Duration

Intro to Cognos BI: Remote-2 hrs
Cognos Admin: Remote-2hrs
Cognos Admin Adv: Remote-2 hrs
Cognos BI Overview: Onsite-32 hrs
Admin/Instructor Prep: Onsite/Remote-2 hrs

Installation, project management, and training are performed by SunGard Public Sector.

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Cass County, ND

Authorized Signature: _____ Date: _____ Printed Name: _____



**Information
Technology**

Terry Schmaltz
IT Director
701-241-5723

MEMO

RECEIVED

DEC 18 2015

CASS COUNTY COMMISSION

TO: Cass County Commission
FROM: Terry Schmaltz, IT Director
DATE: Dec 14th, 2015
SUBJECT: Microsoft License Renewal

Dear Commissioners,

Enclosed are the quotes and contract documents for renewal of the Microsoft Enterprise Software Licensing agreement.

The contract includes all the licenses requires for county employees access to email, Microsoft Office, various server applications and licenses to manage all desktop and laptop devices. This is a budgeted request under the computer software line items of each department.


SUGGESTED MOTION:

Move to authorize the Charirwoman to sign the Microsoft Enterprise Licensing agreement in the amount of \$131,452.59

Terry Schmaltz
Information Technology Department

Box 2806
211 Ninth Street South
Fargo, North Dakota
58108

**Agency: Cass County
Microsoft Enterprise Agreement Renewal**

Program Type: Payment Schedule: Billing Currency: Term Of Agreement:	<i>Enterprise Enrollment Annual US Dollar 3 Years (36 Months)</i>	12/11/2015 Dell Marketing LP Grant Nichols Grant_Nichols@dell.com	
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PRICING EXPIRES: Budgetary **TERMS NET 30
FOB DESTINATION**
Enrollment # 9042767; Expires 12/31/2015

Pricing & Usage Year 1 - 2016

Product Description	Part Number(SKU)	Net Unit Price(USD)	License Quantity	Extended Amount(USD)
<i>Product Description</i>				
Office 365 Licenses				
ECALBrdgO365FSA Alng MonthlySub Platform Per User	AAA-12436	30.60	462	14,137.20
Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	AAA-10758	166.26	462	76,812.12
ExchgOnlnPlan2 ShrdSvr ALNG SubsVL MVL PerUsr	TQA-00001	71.39	15	1,070.85
EntprMobltySte Shared Alng MonthlySub Addon ToUserECAL	AAA-12539	45.97	462	21,238.14
WINENT ALNG SA MVL Pltfrm	KV3-00353	38.31	402	15,400.62
ExchgOnlnKsk ShrdSvr ALNG SubsVL MVL PerUsr	7TC-00001	18.70	51	953.70
O365PK1 ShrdSvr ALNG SubsVL MVL PerUsr	TPA-00001	30.50	25	762.50
PrjctLite ShrdSvr ALNG SubsVL MVL PerUsr	3Q2-00002	62.98	8	503.81
PrjctOnline ShrdSvr ALNG SubsVL MVL PerUsr	VJX-00002	287.33	2	574.66
YammerEnt ShrdSvr ALNG SubsVL MVL PerUsr	7LU-00002	0.00	462	\$0.00
Subtotal - Office 365 Licenses				131,453.59

Initial Payment - Year 1 - 2016 **\$ 131,453.59**

- | | |
|--|--|
| <p>1) Customer's purchase is subject to the terms and conditions of the above referenced contract.</p> <p>2) Sale/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above.</p> <p>3) Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee. This applies unless this provision is specifically excluded in the above referenced contract.</p> | <p>4) All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract.</p> <p>5) Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable.</p> <p>6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.</p> |
|--|--|

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.

Dell offers this quote for the first of three annual payments for [Customer]'s Microsoft Enterprise Agreement Enrollment.

This quote will expire within the month of issuance; upon expiration of this quote, the quoted prices may no longer be valid. For customer's general information and budgeting purposes, Dell includes the above as an estimate for subsequent years of [Customer]'s Microsoft Enterprise Agreement. Prices for subsequent Enrollment years are not binding on Dell or [Customer] in any way and will be determined on the Enrollment anniversary date.

SERVICE FEE AGREEMENT

This Agreement is entered into on the first day of January, 2016, by and between Cass County (hereinafter “Client”), and Associated Financial Group (hereinafter “AFG”).

- A. AFG is primarily engaged in the insurance brokerage business.
- B. AFG routinely helps its clients assess their insurance risks and needs, designs plans of insurance, and obtains cost quotes based on these plans, and places insurance with insurance carriers.
- C. AFG is typically compensated for its efforts through the commissions it receives in brokering the sale of insurance to its clients.
- D. AFG has been discussing insurance risks and needs with Client.
 - Consulting Fee Relationship:** Client has designated AFG to be its official Agent of Record, and has completed (or will complete) any forms necessary to do so.
 - Marketing Fee Relationship:** Although there is no formal business / insurance agency relationship between them, Client has asked AFG to evaluate its insurance risk areas, compare and recommend insurance coverage options, design a plan of insurance (based upon discussions between the parties), obtain quotes for said plan, and procure or attempt to procure insurance suitable to Client’s needs.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Client’s Performance:** Client will provide AFG with, and give AFG full access to whatever information AFG determines is necessary to enable AFG to perform fully and effectively under this Agreement.
2. **AFG’s Performance:** AFG will evaluate Client’s insurance risk areas, compare and recommend insurance coverage options, design a plan of insurance (based upon discussions between the parties), obtain quotes for said plan, and procure or attempt to procure insurance suitable to Client’s needs. AFG will provide Client with a separate Client Service Plan detailing the service commitments it will make to Client in connection with this Agreement.
3. **Acknowledgement:** Client acknowledges that AFG’s promises, as set forth above, represent a significant investment of time, effort, and expense on the part of AFG, and are services for which AFG is normally compensated through the commissions it receives as a result of entering into a business/insurance agency relationship with its clients.
4. **Compensation:** Client acknowledges that AFG shall be entitled to compensation for the efforts it makes pursuant to this agreement, according to the following terms:

Fees. For the services described herein, Client shall pay AFG fees in an annualized amount equal to \$20,600. The fees set forth in the previous sentence shall be paid by Client according to the following payment plan: **1) annually, 2) quarterly, or 3) monthly (please circle one- will be monthly if no other option is selected)** for services rendered.

Contingency Compensation. Some carriers, vendors, or third parties may pay contingency compensation for business that AFG may place with them. Such contingency compensation does not alter or increase the cost of the services that AFG is brokering or performing on behalf of Client, and thus does not increase the costs that Client pays for the provision of such services. Therefore, in addition to any fees described above, AFG shall be entitled to any contingency compensation resulting from its work on behalf of Client irrespective of any other provisions elected under this Agreement.

Commissions. Some carriers, vendors, or third parties may pay commissions for the types of services provided by AFG. Any commissions paid by such entities are often already factored into the cost of the services (e.g. rates) that AFG is brokering or performing on behalf of Client, and thus often do not increase the costs that client pays for the provision of such services. Therefore, in addition to any fees or contingency compensation described above, AFG shall be entitled to any commissions resulting from its work on behalf of Client, unless Client and AFG shall specifically agree to some other arrangement in writing, or unless Client checks the following box:

- Client does not want AFG to receive commissions for **some** or **any (circle one)** of the services AFG may provide or broker under this Agreement, regardless of whether such commissions increase the cost of the services provided or brokered. If for some only, please indicate the specific limitations for accepting commissions below:

5. **Payment:** Client shall pay any fee(s) assessed by AFG in connection with AFG's performance under this Agreement prior to AFG performing any work for the invoiced period. Client shall pay any fees invoiced by AFG no later than 30 days after receiving an invoice from AFG. Client can make payment of fees by either of the two following methods (Client should indicate which payment option it prefers):

- Direct Wire Transfer*
 Traditional Invoicing

** (While AFG prefers that Client pay via Direct Wire Transfer, Client may select whichever option it prefers. Clients choosing the Direct Wire Transfer option will be provided with a payment confirmation each time a transfer is made.)*

6. **Agreement Term and Termination:** The compensation provided for in this Agreement shall be deemed fully earned as of the time this Agreement is signed by the Parties, irrespective of when it is actually invoiced or paid. This Agreement will automatically renew on an annualized basis from the date Client signs the Agreement, and any compensation for any renewal periods shall be deemed fully earned for that renewal period as of the date of renewal. Unless agreed upon in writing by the Parties, the terms of this Agreement shall remain the same upon automatic renewal, except that the fees described above shall increase by 3% annually. Either Party may seek to terminate this Agreement in the event of a material breach of this Agreement. However, before doing so, the Party seeking to terminate the Agreement must provide the other Party with at least thirty (30) days notice in writing of the material breach. Upon receipt of such written notice of material breach, the responding Party shall have thirty (30) days to cure the material breach.

7. **Confidentiality:** All information and advice exchanged between the Parties (including their agents and employees) shall be treated as confidential, and shall not be disclosed to third parties except: 1) as agreed upon in writing, 2) where necessary to accomplish the purposes of this Agreement, or 3) as required by law. In addition, each party agrees promptly to advise the other party in writing of any unauthorized misappropriation, disclosure or use by any person of Confidential Information which may come to its attention, and to take all reasonable steps to limit, stop or otherwise remedy such misappropriation, disclosure or use. The confidentiality provisions contained herein shall continue and stay in effect even after the expiration of this Agreement.
8. **Final Agreement:** This Agreement is an independent document that contains all of the covenants and agreements between the parties, and supersedes any and all other Agreements, whether oral or in writing, between the parties hereto.
9. **Disclaimer.** While knowledge of the legal, tax, and financial issues related to the products, services, and advice offered by Associated Financial Group is an important part of our expertise, the products, services, and advice themselves do not constitute, and should not be construed as providing, legal, tax, or financial advice. Client agrees that it will use the products, services, or advice offered under this Agreement at its own risk, and takes full responsibility for any use it may make of the products, services, or advice offered under this Agreement. Client acknowledges that, in providing products, services, or advice under this Agreement, AFG is not acting in the capacity of a fiduciary, and Client hereby waives any rights it may have to pursue any type of fiduciary claim against AFG.

Client is seeking AFG's expertise and recommendations with respect to the products, services, and advice offered by AFG under this Agreement. However, AFG cannot control the manner in which Client may interpret or utilize the products, services, and advice offered by AFG under this Agreement. Therefore, Client hereby agrees that any claims it may have against AFG as a result of products, services, or advice provided under this Agreement will be limited to the amounts actually paid by Client to AFG pursuant to this Agreement.
10. **Modifications:** Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.
11. **Jurisdiction:** This Agreement is to be construed pursuant to Laws of the State of Minnesota. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Minnesota.

By signing this Agreement, the Parties agree to the terms as set forth above.

Company Name

Associated Financial Group

By: _____
Print Name/Title

By: Jonathan Cich
Print Name/Title

Signature: _____

Signature: _____

Date: _____

Date: _____

For Office Use Only:

Sales Manager 12/15/2015